



CITY OF GREENACRES, FLORIDA

AGENDA

City Council Meeting

Monday, October 1, 2018 – 6:00 p.m.

City Hall Council Chambers
5800 Melaleuca Lane

Mayor and City Council

Joel Flores, Mayor
Paula Bousquet, Deputy Mayor

| | |
|------------------------------------|--------------|
| John Tharp, Council Member | District I |
| Peter A. Noble, Council Member | District II |
| Judith Dugo, Council Member | District III |
| Jonathan G. Pearce, Council Member | District IV |

Administration

Andrea McCue, City Manager
Glen J. Torcivia, City Attorney
Joanna Cunningham, City Clerk

Americans with Disabilities Act: In accordance with the provisions of the Americans with Disabilities Act (ADA), this document can be made available in an alternate format (large print) upon request. Special accommodations can be provided upon request with three (3) days advance notice of any meeting, by contacting City Clerk Joanna Cunningham at Greenacres City Hall, 5800 Melaleuca Lane, Greenacres, Florida. Phone No. 561-642-2006. **Hearing Assistance:** If any person wishes to use a Listen Aid Hearing Device, please contact the City Clerk prior to any meeting held in the Council Chambers.

Attention All Lobbyists: Palm Beach County Code of Ordinances, Article VIII, entitled "Lobbyist Registration" requires the registration of all lobbyists prior to engaging in any lobbying activity with the City Council, any City Board or Committee, or any employee as defined in the aforementioned Palm Beach County Ordinance. Copies of the Palm Beach County Ordinance are available upon request in the City Clerk's Office.

Web Site: <http://www.greenacresfl.gov>

Agenda
City Council Meeting and Budget Hearing FY19
City Hall Council Chambers
5800 Melaleuca Lane
Monday, October 1, 2018 - 6:00 p.m.

Notice: Any person requesting the appeal of a decision of the City Council will require a verbatim record of the proceedings and for that purpose will need to ensure that such verbatim record is made. Pursuant to F.S. 286.0105, the record must include the testimony and evidence upon which the appeal is to be based. The City of Greenacres does not prepare or provide such verbatim record.

1. **Call To Order and Roll Call.**
2. **Pledge of Allegiance to the Flag.**
3. **Comments From the Public for Agenda Items Only.**
4. **Agenda Approval.**
 - A. Additions, deletions, or substitutions to the Agenda.
 - B. Motion to approve and adopt entire agenda as set.
5. **Special Business**
 - A. **Proclamation:** Oasis Compassion Awareness Month – Joel Flores, Mayor.
 - B. **Proclamation:** Fire Prevention Week - Joel Flores, Mayor.
 - C. **Proclamation:** Breast Cancer Awareness Month – Joel Flores, Mayor.
 - D. **Announcement: Photo Contest Winners** – Michele Thompson, Leisure Services Director.
6. **Consent Agenda.**
 - A. Motion to Approve Consent Agenda.
 1. **Official Minutes:** City Council Meeting & Budget Hearing of September 6, 2018 – Joanna Cunningham, City Clerk.
 2. **Official Minutes:** City Council Meeting & Budget Hearing of September 20, 2018 – Joanna Cunningham, City Clerk.
 3. **Forfeiture Funds Expenditure:** Requesting authorization for the use of funds for the qualifying purchase of Ten (10) Real Time Crime Center (RTCC) Milestone Cameras strategically placed throughout

the City. The estimated cost of the equipment is \$55,820.00 and will be taken from the Forfeiture Fund; pursuant to Staff Memo– James McInnis, Finance Director.

4. **Resolution No. 2018-37:** Authorizing the Interlocal Agreement (Exhibit “A”) between the City of Greenacres and the School District of Palm Beach County providing for shared facilities; authorizing the appropriate City officials to execute the Interlocal Agreement; and directing that the executed agreement be sent to the School Board of Palm Beach County; pursuant to Staff Memo. -Kara Ferris, Planning & Engineering Director.

7. **Regular Agenda.**

- A. **PUBLIC HEARING Ordinance No. 2018-17: Second Reading;** Amending Chapter 11, Article IV, of the Greenacres Code, entitled “City Parks”, amending Sections 11-73, 11-74 and 11-75 to provide regulations that govern alcohol beverages in city parks; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. – Kara Ferris, Planning & Engineering Director.
- B. **Ordinance No. 2018-16: First Reading;** Amending Greenacres City Code Chapter 9, “Miscellaneous Offenses”, Article I, “In General” to add Section 9-9 entitled “Prohibition of Lodging on Public Lands or In the Open”; providing for repeal of conflicting Ordinances; providing for severability; providing for inclusion in Code; and providing for an effective date; pursuant to Staff Memo – Michael Grimm, Building Director.
- C. **Ordinance No. 2018-20: First Reading;** Approving the lease of City-owned property with the Florida Department of Health; providing for repeal of conflicting ordinances, providing for severability and providing for an effective date; pursuant to Staff Memo – Andrea McCue, City Manager.
- D. **Ordinance No. 2018-21: First Reading;** Ratifying existing leases pursuant to Article VI, Section 1(G), of the City’s Charter, which requires all leases of City-owned property to be approved by Ordinance; providing for repeal of conflicting ordinances, providing for severability and providing an effective date; pursuant to Staff Memo – Andrea McCue, City Manager.

8. **Comments from the Public.**

9. **Discussion Items:**

A. None.

10. **Staff Comments.**

- A. **City Manager’s Report.**

B. City Attorney's Report.

11. Mayor and City Council Reports.

12. Adjournment.

NOTICE OF COUNCIL MEETINGS AND AGENDAS

The first and third Monday of each month are regular meeting dates for the City Council; special or workshop meetings may be called on the second and fourth Mondays of the month, or whenever necessary. Council Agendas are posted on the City's website on the Friday prior to each Council meeting. A public copy of the complete agenda is also available for review in the City Clerk's Office at City Hall. Questions regarding the agenda should be directed to the City Clerk at 642-2006.

October 2018 - Calendar of Meetings and Events

| | | |
|----------|---|-----------------|
| 10-03-18 | Planning Commission Meeting | Canceled |
| 10-13-18 | City Visioning Meeting- Community Ctr. Gym | 10a.m. -2p.m. |
| 10-15-18 | City Council | 6:00 p.m. |
| 10-17-18 | Planning Commission Meeting | 7:00 p.m. |
| 10-24-18 | Code Enforcement Hearing | 3:00 p.m. |
| 10-26-18 | Food Truck Invasion Samuel J. Ferreri Community Park | 5:00 p.m. |
| 10-30-18 | Zoning Board of Adjustments and Appeals | Tentative |

November 2018 - Calendar of Meetings and Events

| | | |
|----------|---|-----------|
| 11-05-18 | City Council Meeting | 6:00 p.m. |
| 11-07-18 | Planning Commission Meeting | 7:00 p.m. |
| 11-11-18 | Veterans Day Ceremony – City Hall | 9:00 a.m. |
| 11-12-18 | Veterans Day Holiday – City Offices Closed | |
| 11-19-18 | City Council Meeting- Tentative | 6:00 p.m. |
| 11-21-18 | Planning Commission Meeting | 7:00 p.m. |
| 11-21-18 | Community Thanksgiving Dinner – Cmty Ctr | 6:00 p.m. |
| 11-22-18 | Thanksgiving Holiday – City Offices Closed | |
| 11-23-18 | Thanksgiving Holiday – City Offices Closed | |
| 11-27-18 | Zoning Board of Adjustments and Appeals- Tentative | 7:00 p.m. |
| 11-30-18 | Food Truck Invasion Samuel J. Ferreri Community Park | 5:00 p.m. |

PROCLAMATION



OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROCLAIMING OCTOBER 2018 AS, "OASIS COMPASSION AGENCY AWARENESS MONTH".

WHEREAS, the Oasis Compassion Agency is a private, non-profit organization that addresses the physical and spiritual needs of the poor and needy in Palm Beach County; and

WHEREAS, the Oasis Compassion Agency is celebrating fifteen (15) years of providing a food pantry; offering a career center which provides training and job placement assistance; and offering a voucher program for clothing to those suffering in our community; and

WHEREAS, the Oasis Compassion Agency provides these services for the less fortunate in Palm Beach County through the power of partnerships with churches, businesses, and other non-profit organizations throughout Palm Beach County.

NOW, THEREFORE, I, Joel Flores, Mayor of the City of Greenacres, Florida, do hereby proclaim October 2018 as, "Oasis Compassion Agency Awareness Month" and encourage all residents of the City of Greenacres to recognize and be aware of the Oasis Compassion Agency for their valuable services, training, and donations that are offered to the poor and needy living in the City of Greenacres and other areas of Palm Beach County.

Given under my Hand and Seal of the City of Greenacres, Florida, this 1st day of October, 2018.

Joel Flores, Mayor

Attest:

Joanna Cunningham, City Clerk, MMC

PROCLAMATION



OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROCLAIMING OCTOBER 7-13, 2018 AS, "FIRE PREVENTION WEEK".

WHEREAS, the City of Greenacres is committed to ensuring the safety and security of all citizens; and

WHEREAS, fire is a serious public safety concern both locally and nationally, and homes are the locations where people are at greatest risk from fire; and

WHEREAS, home fires killed 2,735 people in the U.S. in 2016, according to the National Fire Protection Association (NFPA), and fire departments in the U.S. responded to 352,000 home fires; and

WHEREAS, 4 out of 5 U.S. fire deaths occur at home each year and U.S. fire departments reported fire death rates at 10% higher in 2016 than in 1980; and

WHEREAS, residents should install smoke alarms inside and outside of every bedroom, on every level of the home; and in all required locations and designate an outside meeting place; and

WHEREAS, first responders are dedicated to reducing the occurrence of home fires and injuries through prevention and protection education; and

WHEREAS, the 2018 Fire Prevention Week theme, "Look. Listen. Learn." effectively serves to remind us that we need to take personal steps to increase our safety from fire.

NOW, THEREFORE, I, Joel Flores, Mayor of the City of Greenacres, hereby proclaim October 7-13, 2018 as, "**Fire Prevention Week**", and urge all citizens to develop a home fire escape plan and support the many public safety activities offered by Greenacres Fire Rescue during Fire Prevention Week.

Given under my Hand and Seal of the City of
Greenacres, Florida this 1st day of October, 2018.

Joel Flores, Mayor

Attest:

Joanna Cunningham, City Clerk

PROCLAMATION



OF THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, PROCLAIMING OCTOBER 2018 AS, "BREAST CANCER AWARENESS MONTH".

WHEREAS, every year, too many Americans are touched by the pain and hardship caused by breast cancer; and

WHEREAS, breast cancer is one of the leading causes of cancer-related deaths in women; and

WHEREAS, the National Breast Cancer Awareness Month honors all those who lost their lives to breast cancer and recognizes the courageous survivors who are still fighting this disease; and

WHEREAS, hundreds of thousands of Americans will be diagnosed with breast cancer this year and tens of thousands will lose their battle with this disease; and

WHEREAS, early detection and treatment can save lives. Critical research efforts have yielded great progress in how the disease is diagnosed and treated and have produced a steady increase in survival rates; and

WHEREAS, efforts are underway to make a decade's worth of progress in preventing, diagnosing, and treating cancer in just 5 years through new oncology-focused advances, personalized care, and targeted therapies; and

NOW, THEREFORE, I, Joel Flores, Mayor of the City of Greenacres, do hereby proclaim October 2018 as, "Breast Cancer Awareness Month" and encourage all citizens to join in activities that will increase awareness to prevent breast cancer.

Given under my Hand and Seal of the City of
Greenacres, Florida this 1st day of October,
2018.

Joel Flores, Mayor

Attest:

Joanna Cunningham, City Clerk, MMC



OFFICIAL MINUTES

**CITY OF GREENACRES
5800 Melaleuca Lane
Greenacres, FL 33463**

**CITY COUNCIL MEETING & FY19 BUDGET HEARING
Thursday, September 6, 2018 – 6:00 P.M.**

1. **Call To Order and Roll Call.**

Mayor Flores called the City Council Meeting & FY19 Budget Hearing of Thursday, September 6, 2018 to order at 6:00 p.m. City Clerk Joanna Cunningham called the roll.

ROLL CALL:

Council Present:

Joel Flores, Mayor
Paula Bousquet, Deputy Mayor
John Tharp, Councilman
Peter A. Noble, Councilman
Judith Dugo, Councilwoman
Jonathan G. Pearce, Councilman

Attendees from Public: 25
Press: 0

Staff Present:

Andrea McCue, City Manager
Glen J. Torcivia, City Attorney
Joanna Cunningham, City Clerk/PIO
Michael Grimm, Director/Building
Jim McInnis, Director/Finance
Teri Beiriger, Budget Analyst/Finance
Mark Pure, Fire Chief/Fire Rescue Department
Michele Thompson, Director/Leisure Services
Kara L. Irwin-Ferris, Director/Planning & Engineering
Oscar Leon, Senior Planner/Planning & Engineering
Carlos Cedeño, Director/Public Works
Melody Larson, Assistant City Clerk
Capt. Tristram Moore/PBSO

2. **Pledge of Allegiance to the Flag.**

Mayor Joel Flores led the Pledge of Allegiance.

3. **Comments From the Public for Agenda Items Only.**

Mayor Flores asked if there were comments from the public. He assured the audience that Council would be addressing the solid waste assessment shortly.

4. **Agenda Approval.**

A. Additions, deletions, or substitutions to the Agenda.

Mayor Flores inquired if there were any additions, deletions or substitutions to the Agenda. He requested moving Agenda Item 8.B to 5.A to address resident's concerns over the solid waste assessment; he then called for a motion.

B. Motion to approve and adopt entire agenda as set.

MOTION: Councilman Noble made moved to approve the Agenda as amended. Deputy Mayor Bousquet seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

5. First Hearing – FY19 Proposed Budget.

A. PUBLIC HEARING Resolution No. 2018-27: Relating to the provision of residential solid waste collection services in the City of Greenacres, Florida; providing for purpose and definitions; providing for legislative determinations; approving the assessment rate for residential solid waste collection services for the fiscal year beginning on October 1, 2018; imposing a residential solid waste collection services assessment against assessed property located within the City of Greenacres for the fiscal year beginning on October 1, 2018; providing for severability; providing for conflicts; and providing an effective date; pursuant to Staff Memo.— James McInnis, Finance Director.

City Clerk Joanna Cunningham read Resolution 2018-27 into the record.

Finance Director Jim McInnis stated that moving the solid waste billing to the property tax bill would make collection more efficient. Notices were sent out to all residents on August 1, 2018. Property/condo owners will now see the costs for solid waste collection on their property tax bill come November. Each homeowner association will need to decide how to reflect this change in their budgets and maintenance fee structures.

On August 20, 2018, the City adopted Ordinance 2018-15 authorizing a solid waste assessment to be placed on the property tax bill. Resolution 2018-27 formally adopts the solid waste assessment roll to the Palm Beach County Property Appraiser for inclusion on the tax bill and sets the rates for collection services.

He noted that solid waste fees will be billed in advance, unlike other property taxes that are paid in arrears. City residents will see two (2) assessments for solid waste, one for Greenacres for the collection of weekly garbage pick-up, and one for a Solid Waste Authority (SWA) charge to dispose of items in the county landfill. Many residents believed they were already paying SWA. He reported that the City received and replied to 14 written letters/emails of objections. Residents unfortunately believed they were being double-billed for solid waste collection.

Director McInnis reported that solid waste assessment rates are designed to generate the revenues needed to cover the contractual costs of providing solid waste collection services. He reviewed the (3) rate tiers based on the three types of service provided: curbside, containerized twice weekly and containerized three times a week. He noted that the Property Appraiser offers a 4% discount if paid early.

Mayor Flores emphasized that the only thing that changes is the billing method and asked if the rates would increase.

Director McInnis stated that the rates increase minimally 1-2% each year pursuant to the franchise agreement.

Councilman Noble reiterated that residents are not being double billed; they are paying the same amount. He reminded residents that for years Greenacres has had some of the lowest garbage rates in the County for years.

Councilwoman Dugo compared fees paid in Greenacres of less than \$10/month with West Palm Beach residents who pay \$22/month.

Mayor Flores called on Councilmembers for comments; hearing none, he opened the meeting to the public. He asked if anyone was in favor of, or opposed to Resolution 2018-27 to come forward.

Frank D'Palma of Buttonwood, questioned why residents in Buttonwood II did not receive notices when he received two, and if Council has not yet approved this Resolution, why do the fees already appear on his proposed tax bill. It seemed to him to be a "done deal".

Director McInnis explained that the Property Appraiser was notified in 2017 of the City's intent to include the fees on the November tax bill.

Randy Riggs of 5624 Biscayne Drive, asked for an explanation of a property being liened for non-payment.

Director McInnis explained if a property owner fails to pay their taxes, the Property Appraiser can lien the property which could result in future foreclosure and loss of title.

A Charter Club resident asked if homeowner associations will now be required to lower their maintenance fees.

Councilmembers discussed homeowner associations removing or reducing garbage collection line items from their budgets.

Mayor Flores closed the floor to the public and called for a motion.

MOTION: Councilwoman Dugo made a motion to approve Resolution 2018-27 as presented. Councilman Pearce seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

Mayor Flores urged residents in attendance to stay involved with issues of personal importance to them.

B. Ordinances:

1. **PUBLIC HEARING: Ordinance No. 2018-18:** First Reading; establishing a taxable valuation and levying an ad valorem tax on property located within the Corporate Limits of Greenacres, Florida, for the year ending December 31, 2018; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date; and pursuant to Staff Memo.— James McInnis, Finance Director.

City Clerk Joanna Cunningham read Ordinance 2018-18 into the record on first reading.

City Manager Andrea McCue reported that as part of the budget process the City is required to hold two (2) public hearings to adopt a millage rate and an operating budget. At the July 30, 2018 budget workshop, Council was presented with a preliminary FY19 Budget and several millage options during which Council directed staff to provide a preliminary millage rate of 6.4 mils to the Property Appraiser.

The City's Certified Taxable Valuation for 2018 is \$1,838,261,979, a 9.4% increase of \$157,684,947 from FY18. Last year's valuation was \$1,680,577,032. The increase in property tax values are based on new construction and increased property values. A millage rate of 6.4 mils would generate an additional ad valorem of \$11,294,282 based on a 96% collection rate. She called Council's attention to the higher difference in revenue of \$500,000 mentioned in the staff memo and explained that is the actual number based on 6.4 mils and a 96% collection rate.

Mayor Flores called on Councilmembers for comments.

Councilman Noble stated that although he was originally opposed to the millage increase; the proposed 6.4 mils translates to \$25.

Mayor Flores opened the meeting to the public. He asked if anyone was in favor of, or opposed to, Ordinance 2018-18 to come forward. Seeing no

one come forward, he closed the meeting to the public and called for a motion.

MOTION: Councilman Pearce made a motion to approve Ordinance 2018-18 on first reading. Councilman Tharp seconded the motion.

Discussion on the Motion:

Councilman Noble pointed out that the amount the City will receive in property taxes represents the same cost the City will pay annually to PBSO for law enforcement protection - \$10 million. He thanked staff for helping to generate additional funding to help cover some of the operating costs to run the City.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

2. **PUBLIC HEARING: Ordinance No. 2018-19:** First Reading; adopting an operating budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date; and pursuant to Staff Memo – James McInnis, Finance Director.

City Clerk Joanna Cunningham read Ordinance 2018-19 into the record on first reading.

City Manager McCue reported that the General Fund Revenue and Expenditure Summary reflects the 6.4 mills just approved by Council. It allows for a FY19 operating budget, the capital improvement projects and operating expenditures. She reviewed several revenue categories such as the reduction in solid waste penalties in spite of the \$505,000 in unpaid balances.

As for Personnel Services, she reported that positions are now fully burdened and reflect a 5.4% change and operating expenses raised conservatively at 4.2%.

City Manager McCue emphasized that when operating expenses are reduced by increases in contractual services, even with the increase in contractual services with PBSO, the overall increase in operating expenses for all other departments combined was less than 1.5%. That is commendable and she thanked all City department heads for being good stewards of taxpayer's dollars.

City Manager McCue noted that the \$910,000 interfund transfer includes \$500,000 from the General Fund to the Capital Improvement Fund. The

City has done an excellent job of maintaining its infrastructure and with the addition of the surtax funding, the City is able to continue maintenance with very little change in expenditures.

She anticipated a .3 mil increase for FY19 Budget.

Mayor Flores called on Councilmembers for comments; hearing none, he opened the meeting to the public. He asked if anyone was in favor of, or opposed to, Ordinance 2018-19 to come forward. Seeing no one come forward, he closed the meeting to the public and called for a motion.

MOTION: Councilman Pearce made a motion to approve Ordinance 2018-19 on first reading. Deputy Mayor Bousquet seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

6. **Special Business.** None.

7. **Consent Agenda.**

A. Mayor Flores asked Council if they wished to pull any of the five (5) Consent Agenda items; hearing none, he called for a motion.

1. **Official Minutes:** City Council Meeting August 6, 2018 – Joanna Cunningham, City Clerk
2. **Resolution No. 2018-35:** Authorizing the submittal of the FY2018 Justice Assistance Grant (JAG) program application to the U.S. Department of Justice, Office of Justice Programs, Bureau of Justice Assistance and authorizing the City Manager to sign all grant documents and accept award of the grant, and authorizing the City Manager with signature authority responsible for implementing the grant for the procurement of law enforcement equipment and technology to be used by law enforcement; and providing for an effective date; pursuant to Staff Memo.–Teri Beiriger, Budget Analyst/Grant Coordinator.

MOTION: Deputy Mayor Bousquet made a motion to approve the two (2) Consent Agenda items. Councilwoman Dugo seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

8. Regular Agenda:

- A. **PUBLIC HEARING Ordinance No. 2018-12 – CPA-17-03:** Second Reading; Amending the Capital Improvement Element of the City's Comprehensive Plan to reflect recent changes, as requested by the Planning and Engineering Department; providing for repeal of conflicting ordinances; providing for severability; providing for transmittal to the Division of Community Development; providing for inclusion in the Comprehensive Plan; and providing for an effective date; pursuant to Staff Memo and Staff Report. – Osniel Leon, Senior Planner.

City Clerk Joanna Cunningham read Ordinance 2018-12 into the record on second reading.

Senior Planner Osniel Leon stated that Ordinance 2018-12 is for the annual update to the City's Comprehensive Plan. He stated there were no changes from first reading; therefore, staff recommended approval of CPA-17-03 through the adoption of Ordinance 2018-12.

Mayor Flores called on Councilmembers for comments; hearing none, he opened the meeting to the public. He asked if anyone was in favor of, or opposed to, Ordinance 2018-12 to come forward. Seeing no one come forward, he closed the meeting to the public and called for a motion.

MOTION: Councilman Pearce made a motion to approve Ordinance 2018-12 on second reading Councilman Tharp seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

9. Comments from the Public. None.

10. Discussion Items: None.

11. Staff Comments:

- A. **City Manager's Report.**

Utility Audit

City Manager McCue reported that as recommended by Deputy Mayor Bousquet, the City will be bringing in a company to review the City's utility costs and will be piggybacking onto an existing contract to help look for savings on those costs.

Geographic Information System

At the October 15, 2018 City Council meeting, the City's GIS Coordinator Samantha Powers will provide Council with a GIS presentation.

Food Trucks

Food trucks have moved from Wednesday to Friday. The first one was held on August 31st with over 700 in attendance. The next one is scheduled for September 28th at Samuel J. Ferreri Community Park from 5:00 pm – 9:00 p.m.

City Photo Contest

The City-wide photo contest ends tomorrow. The City has received 13 entries to date.

B. City Attorney's Report.

City Attorney Glen Torcivia reported on a recent Town of Palm Beach appeals court case wherein a firefighter sued for termination of employment and claimed defamation during the investigation. Both the appellate and trial courts dismissed the claim and upheld that municipalities are immune to defamation cases as long as their comments are within the scope of their job; this has been a long-standing rule.

12. Mayor and City Council Reports.

- District V: Deputy Mayor Bousquet reported that the food truck event was amazing and agreed that Fridays were definitely better.
- District IV: Councilman Pearce requested a review by the City Manager of the millage rates from 2009 to present.
- District III: Nothing to report.
- District II: Councilman Noble provided new attendees with an update on the solid waste collection Resolution, the proposed 6.4 millage rate and the new meeting time of 6:00 pm for Council meetings starting October 1, 2018.
- District I: Councilman Tharp echoed kudos to Director Michele Thompson for a fantastic food truck event.

Mayor: Farm Share Event

Mayor Flores announced the partnering with State Senator Lori Berman to hold a Farm Share event scheduled for October 6th at City Hall from 9:00 am – Noon and called for 50 additional volunteers.

13 . Adjournment.

Deputy Mayor Bousquet moved to adjourn the meeting, seconded by Councilwoman Dugo. The meeting adjourned at 6:53 p.m.

CITY COUNCIL

Respectfully submitted,

Joel Flores
Mayor

Joanna Cunningham, MMC
City Clerk

Date Approved: _____

/mel

Attachment



OFFICIAL MINUTES

**CITY OF GREENACRES
5800 Melaleuca Lane
Greenacres, FL 33463**

**CITY COUNCIL MEETING & FY 19 BUDGET HEARING
Thursday, September 20, 2018 - 6:00 P.M.**

1. **Call To Order and Roll Call.**

Mayor Flores called the City Council Meeting and FY 19 Budget Hearing of Thursday, September 20, 2018 to order at 6:00 p.m. City Clerk Joanna Cunningham called the roll.

ROLL CALL:

Council Present:

Joel Flores, Mayor
Paula Bousquet, Deputy Mayor
John Tharp, Councilman
Peter A. Noble, Councilman
Judith Dugo, Councilwoman
Jonathan G. Pearce, Councilman

Attendees from Public: 10
Press: 1

Staff Present:

Andrea McCue, City Manager
Glen J. Torcivia, City Attorney
Joanna Cunningham, City Clerk/PIO
Jim McInnis, Director/Finance
Mark Pure, Fire Chief/Fire Rescue Department
Michele Thompson, Director/Leisure Services
Kara L. Irwin-Ferris, Director/Planning & Engineering
Carlos Cedeño, Director/Public Works
Teri Beiriger, Budget Analyst/Finance
Melody Larson, Assistant City Clerk
Capt. Tristram Moore/PBSO

2. **Pledge of Allegiance to the Flag.**

Mayor Joel Flores led the Pledge of Allegiance.

3. **Comments From the Public for Agenda Items Only.**

Mayor Flores asked if there were comments from the public; hearing none, he continued with the Agenda.

4. **Agenda Approval.**

- A. Additions, deletions, or substitutions to the Agenda.
- B. Motion to approve and adopt entire agenda as set.

Mayor Flores inquired if there were any additions, deletions or substitutions to the Agenda; hearing none, he called for a motion.

MOTION: Councilwoman Dugo made a motion to approve the Agenda. Deputy Mayor Bousquet seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

5. Second Hearing – FY 2019 Proposed Budget

A. Ordinances:

- 1. **PUBLIC HEARING: Ordinance No. 2018-18:** Second Reading; establishing a taxable valuation and levying an ad valorem tax on property located within the Corporate Limits of Greenacres, Florida, for the year ending December 31, 2018; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date; and pursuant to Staff Memo.– Andrea McCue, City Manager and James McInnis, Finance Director

City Clerk Joanna Cunningham read Ordinance 2018-18 into the record on second reading.

City Manager Andrea McCue thanked the Mayor and Council for their direction on the needs of the City, the department directors for their assistance and a special thanks to Budget Analyst Teri Beiriger during the budget process.

Ordinance 2018-18 establishes the taxable value and sets the ad valorem rate for FY 19. On July 30, 2018, Council directed staff to provide a preliminary millage rate of 6.4 mils to the PBC Property Appraiser.

She reported that the certified taxable value was \$1,838,261,979, an increase of 9.4% or \$157,684,947 above the prior year of \$1.6 billion. The increase was due to higher property values and new construction. With a 6.4 millage rate, \$11.2 million of ad valorem revenue would be generated, based on a 96% collection rate. City Manager McCue emphasized that the number included in their memo is the actual ad valorem at a 96% collection rate. She stated there were no other changes from first reading and recommended approval of Ordinance 2018-18.

Mayor Flores called on Councilmembers for comments.

Councilman Noble noted that in previous budget years, instead of ending with a deficit, Council would be presented with a surplus and asked how FY 18 looked.

City Manager McCue explained that the \$500,000 deficit presented during the budget workshop was due to the interfund transfer into the Capital Improvement Fund to maintain infrastructure. She reported that for the end of FY 18, the City is looking at a balance of \$418,000 in the General Fund.

Mayor Flores opened the meeting to the public and asked if anyone was in favor of, or opposed to, Ordinance 2018-18 to come forward. Seeing no one come forward, he closed the meeting to the public and called for a motion.

MOTION: Deputy Mayor Bousquet made a motion to approve Ordinance 2018-18 on second reading. Councilwoman Dugo seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

2. **PUBLIC HEARING:** **Ordinance No. 2018-19:** Second Reading; adopting an operating budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019; providing for repeal of conflicting ordinances; providing for severability; and providing for an effective date; and pursuant to Staff Memo – Andrea McCue, City Manager and James McInnis, Finance Director.

City Clerk Joanna Cunningham read Ordinance 2018-19 into the record on second reading.

City Manager McCue reported that the General Fund Revenue and Expenditure Summary provided to Council and Ordinance 2018-19 represent the City's entire operating budget for FY 19. With a 6.4 millage rate just approved, the Summary represents the impact.

The City anticipates receiving ad valorem of \$11.2 million. She noted an increase in Personnel expenditures due to new positions that were added and that are now fully burdened.

In Operating Expenditures, she reported one change from first reading that was prompted by notification from PBSO that two (2) crossing guards were needed for Swain Boulevard and 10th Avenue North at \$12,000 each.

She noted that when considering the \$12.7 million in operating expenses, by removing the PBSO contractual services, the total increase is less than 1.5% for the entire City. The Interfund Transfer of \$910,000 includes the \$500,000 transfer into the Capital Improvement Fund and Debt Service.

Mayor Flores called on Councilmembers for comments.

Deputy Mayor Bousquet suggested breaking out the PBSO contractual services from Personnel in the operating budget. Councilman Noble agreed.

Councilman Pearce wanted to be assured that the wooden floors for the Community Center gym were included. He also asked about donations for Leisure Services.

City Manager McCue confirmed that the floors were included in the CIP and any donations could be directed where needed.

Councilwoman Dugo asked, "With the 1.5% budget increase overall, what was the increase for the PBSO contract?"

City Manager McCue reported a 2% increase plus one additional policing officer.

Mayor Flores opened the meeting to the public and asked if anyone was in favor of, or opposed to, Ordinance 2018-19 to come forward. Seeing no one come forward, he closed the meeting to the public and called for a motion.

MOTION: Councilman Pearce made a motion to approve Ordinance 2018-19 on second reading. Councilman Noble seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

6. Special Business.

A. Proclamation: "Hispanic Heritage Month" – Joel Flores, Mayor.

City Clerk Joanna Cunningham read the proclamation into the record. Mayor Flores presented the proclamation to Group Leader Chair Maria Antuña of the Hispanic Chamber of Commerce. She thanked Greenacres for recognizing the contributions made by Hispanics and said it is about giving back to the community. Photos were taken.

B. Proclamation: "Childhood Cancer Awareness Month" – Joel Flores, Mayor

City Clerk Joanna Cunningham read the proclamation into the record. Barbara Scarlata received the proclamation on behalf of the thousands of children and families affected by this horrible disease. Photos were taken.

7. Consent Agenda.

- A. Mayor Flores asked Council if they wished to pull any of the six (6) Consent Agenda items; hearing none, he called for a motion.
1. **Official Minutes:** City Council Meeting August 20, 2018 – Joanna Cunningham, City Clerk.
 2. **Resolution No. 2018-28:** Approving Addendum Four (4) to the Law Enforcement Services Agreement (LESA) with the Palm Beach County Sheriff's Office (PBSO); providing for an effective date. – Andrea McCue, City Manager.
 3. **Resolution No. 2018-31:** Authorizing staff actions to procure those items approved in the Fiscal Year 2019 Budget - James McInnis, Finance Director.
 4. **Resolution No. 2018-32:** Authorizing budget adjustments within the FY 2018 total operating budget. - James McInnis, Finance Director.
 5. **Resolution No. 2018-33:** Adopting a Capital Improvements Program for Fiscal Years 2019-2024. - James McInnis, Finance Director.
 6. **Resolution No. 2018-34:** Providing for automatic amendment of the Fiscal Year 2019 budget to reflect outstanding encumbered orders of Fiscal Year 2018; providing that the cost of those expenditures are to be paid from funds carried forward from Fiscal Year 2018. - James McInnis, Finance Director.

MOTION: Councilwoman Dugo made a motion to approve the six (6) Consent Agenda items. Deputy Mayor Bousquet seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

8. Regular Agenda:

- A. **Ordinance No. 2018- 17:** First Reading; Amending Chapter 11, Article IV, of the Greenacres Code, entitled "City Parks", amending Sections 11-73, 11-74 and 11-75 to provide regulations that govern alcohol beverages in city parks; providing for repeal of conflicting ordinances; providing for severability; providing for inclusion in code; and providing for an effective date. – Kara L. Ferris, Planning & Engineering Director.

City Clerk Joanna Cunningham read Ordinance 2018-17 into the record on first reading.

Director Kara L. Ferris reported that this Ordinance was requested by the Leisure Services Department to address empty beer bottles being left behind or smashed in City parks. PBSO adopted an ordinance that limited drinking in commercial plazas. Ordinance 2018-17 prohibits alcohol consumption in City parks and will provide PBSO enforcement capability. One exception has been included to allow for City events through the temporary use permit process.

Mayor Flores called on Councilmembers for comments.

Councilman Noble asked if signs would be posted.

Director Ferris confirmed there would be signage either added to existing signs or new signs would be erected at the parks.

Councilman Pearce asked if the insurance requirements for alcohol in groups was \$1 million in coverage.

Director Ferris stated that for a temporary use permit event, applicants are required to provide general liability coverage in the amount of \$500,000 or \$1 million.

MOTION: Councilman Tharp made a motion to approve Ordinance 2018-17 on first reading. Deputy Mayor Bousquet seconded the motion.

VOTE ON THE MOTION: **In Favor:** Deputy Mayor Bousquet, Councilman Tharp, Councilman Noble, Councilwoman Dugo, and Councilman Pearce.

Motion carried: 5 - 0.

9. Comments from the Public.

Tom Hardy of RaceTrac Petroleum petitioned the Mayor and Council to reconsider the proposed RaceTrac project at the southeast corner of 10th Avenue North and South Haverhill Road. RaceTrac did not present their Special Exception or Site Plan applications, only the petition for rezoning the site. It was their understanding that one of the dissenting Councilmembers could move to have the project brought back for consideration.

Spencer Bass, Real Estate Representative for RaceTrac spoke about the other permitted uses for the site and suggested that a RaceTrac fuel station may be the better option.

Mr. Hardy asked any of the three dissenting Councilmembers to bring the project back for consideration. He stated that the Site Plan and Special Exception petitions remain active.

Mayor Flores deferred to the City Attorney for clarification.

City Attorney Glen Torcivia reminded Council that the motion to adopt, failed by a vote of 3- 2. A motion to reconsider could have been made by one of the 3 dissenting makers at

the next Council meeting; however, that meeting has come and gone. Unfortunately, it cannot be reconsidered and the time to file an appeal has also passed by one day; therefore, RaceTrac must wait 12 months from the date of denial to re-apply for a rezoning.

Councilman Pearce noted that he voted in favor of the rezoning. He was aware of the lot size limitations. He commended RaceTrac on improving a similar vacant site and asked the City Attorney if Ordinance 2011-07 could be changed, reducing the wait time from 12 months to 6 months.

City Attorney Torcivia confirmed that Ordinance 2011-07 could be changed; however, changes are made moving forward and would not apply retroactively to an application that has been denied and suggested further research be conducted.

Councilman Pearce asked if RaceTrac was notified of the 30-day appeal process following the denial.

City Attorney Torcivia cautioned Council about setting a precedent and placing the burden on the City.

Mayor Flores called for a consensus on changing the 1-year waiting period for rezonings as stipulated in Ordinance 2011-07:

Deputy Mayor Bousquet: No.

Councilman Tharp: No.

Councilman Noble: No.

Councilwoman Dugo: No.

Councilman Pearce: Yes.

Consensus: 4-1 to not modify the 1-year waiting period for rezonings stipulated in Ordinance 2011-07.

Councilwoman Dugo cautioned Council that changing ordinances to accommodate applicants would be opening a Pandora's box.

Mr. Hardy thanked the Mayor and Council for their time and RaceTrac is pleased with the new location on Sherwood Forest Boulevard.

10. Discussion Items:

A. Development Order Time Extension Discussion.

Based on Council inquiry about development order time extensions, Director Ferris reported that each site plan approval is given a 2-year timeframe for the developer to obtain their first permit. The City then provides two (2), 1-year time extensions following the original approval.

She explained that the Zoning Code does not currently provide criteria for requesting a 1-year time extension. The applicant simply submits their request in writing, staff reviews and provides Council with a memo allowing seven (7) days to approve or object to the request.

The request is to establish criteria for processing time extensions. Director Ferris described the permitting process for developers and the difficulties they sometimes faced during the recession and thereafter. She suggested an Ordinance to change the Code.

Mayor Flores questioned how Greenacres compares with other cities.

Director Ferris explained most municipalities will base approval on PBC concurrency approval and traffic concurrency with a build-out date. If the traffic concurrency expires, the developer has to start the process over again with the County. Build-out dates are longer than four (4) years.

Councilmembers and Director Ferris discussed requiring a certified financial audit (P&L Statement) and proof that the developer has taken the necessary steps toward completion; what can the City do from a legal standpoint if the developer cannot complete the project; performance bonds to complete infrastructure; fees for time extensions; waiving time extension fees if all steps have been taken; Dillman Road daycare project passing the second 1-year extension and nothing built; the developer is aware of the July 2019 deadline; City reminds developers of approaching deadlines; for profit and non-profit businesses adding an escrow account as a condition of approval; reserving concurrency; granting a 2-year initial development order plus a 1-year time extension; if City does not grant another extension, applicant must re-submit; setting milestones, and City Attorney to look into requesting P&L statements and consistency.

Mayor Flores instructed Director Ferris to draft a comparison of best practices fair to the builder and to the City. He called for a consensus on Director Ferris making recommendations and more research

Councilman Tharp: Yes.
Councilman Noble: Yes.
Councilwoman Dugo: Yes.
Councilman Pearce: Yes.
Deputy Mayor Bousquet: Yes.

Consensus: Director Ferris shall provide recommendations and a comparison in December.

11. **Staff Comments:**

A. **City Manager's Report.**

International Coastal Clean-up

City Manager McCue reported that there was a major clean-up effort behind City Hall and in the Original Section thanks to Councilmembers, staff and volunteers.

Community Meeting

The next quarterly Community Meeting will be held Sept. 26th at 6:30 pm at the Community Center with the City Manager and Department Directors.

Friday Food Trucks

Next one will be held on Sept. 28th beginning at 5:00 pm with music.

Farm Share

This event will be held Oct. 6th with Senator Lori Berman at City Hall 9:00 am-12:00 pm handing out food to over 500 families.

City's Visioning Open House

City visioning open house and public input session is scheduled for Saturday, Oct. 13th from 10:00 am -2:00 pm at the Community Center.

B. **City Attorney's Report.** None.

12. Mayor and City Council Reports.

District I: No report.

District II: Councilman Noble noted the many amendments to the state constitution on the ballot in November and urged the City to inform residents. He complimented staff on the new textile recycling bins located on South Jog Road and 10th Avenue North where CVS Pharmacy is located.

District III: No report.

District IV: Councilman Pearce reported that a bed tax for Air B&B's is being considered, internet sales tax revenues are coming into the State; exemptions for small businesses are being considered and an ordinance protecting against the firing of employees for serving as elected officials. Following the recent International Coastal Clean-up, Councilman Pearce noticed a property on Jennings Avenue in complete disrepair with large code enforcement fines and suggested the City research the possibility of foreclosing on such properties and look into liability risks.

District V: Deputy Mayor Bousquet requested that the Farm Share and the Oct. 13th visioning event be placed on Council's calendars.

Mayor: 2018 International Coastal Clean-up

Mayor Flores thanked Councilmembers, employees and volunteers who worked the International Coastal Clean-up event held on Sept. 15th and commended them on doing an amazing job. He noted one property in particular on Jennings Avenue that is in very poor shape, bank owned and borderline condemned with a hole in the yard for a septic tank. He requested staff to research possibly condemning the property.

Hispanic Heritage

He thanked the entire Leisure Services Department for their assistance with the Hispanic Heritage celebration held at Samuel J. Ferreri Community Park on Sunday, Sept. 16th.

Related to the Jennings Avenue property, Councilman Pearce noted that there are grant monies available, and if the property was built prior to a certain date, asbestos could be an issue. There are several properties in the same condition.

Councilwoman Dugo was concerned with Councilmembers overstepping their boundaries. The topic of condemning properties should have been presented to them by the City Manager or City Attorney. If there is an existing policy, fine.

13. Adjournment.

Deputy Mayor Bousquet moved to adjourn the meeting. The meeting adjourned at 7:16 p.m.

CITY COUNCIL

Respectfully submitted,

Joel Flores
Mayor

Joanna Cunningham, MMC
City Clerk

Date Approved: _____

/mel

CITY OF GREENACRES

INTEROFFICE MEMORANDUM 2018.10DM2.01

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: James McInnis, Director of Finance

SUBJECT: APPROVAL OF EXPENDITURE FROM POLICE FORFEITURE FUNDS

DATE: October 1, 2018

Background:

The Florida Contraband Forfeiture Act provides law enforcement agencies the means to deter and prevent the continued use of contraband for criminal purposes, as well as authorizing agencies to use proceeds collected under this act, as supplemental funding for authorized purposes.

In February 2016, the City of Greenacres disbanded its police department and entered into an agreement with the Palm Beach County Sheriff's Office to provide law enforcement services. Prior to the agreement, the Greenacres Police Department had accumulated \$300,890 in its Law Enforcement Trust Fund (LETF), which has increased to \$317,050.99 in 2018 with interest on the invested funds. In June 2018, City Council approved \$135,000 from the Greenacres LETF for new fiber optics wiring to City Parks, leaving an adjusted balance of \$182,050.99 in the fund.

Florida Statutes 932.7055 restrict the use of forfeiture funds to certain law enforcement purposes, and prescribe that the request to use forfeiture funds be made to the City Council by the top law enforcement officer. In accordance with FS 932.7055 of the Florida Contraband Forfeiture Act, City Council approval is required for all expenditures out of the City's established LETF. City staff has requested, and received, authorization from the Sheriff's Office to seek approval from the City Council for the expenditure of \$55,820.00 from that fund for qualifying crime prevention and drug prevention purchases.

Analysis:

The following items are requested for purchase from the Law Enforcement Forfeiture Funds:

Ten (10) Real Time Crime Center (RTCC) Milestone Cameras strategically placed throughout the City – These cameras will complement the Palm Beach County Sheriff's Office Real Time Crime Center (RTCC) and will allow the RTCC personnel to deliver

pertinent, actionable intelligence to the deputies; which will increase officer safety, enhance apprehension and prosecution, and improve the quality of life for the citizens of Greenacres.

The purchase of the cameras will include one server, licensing of the cameras, and equipment necessary to accomplish the installation.

Financial:

The total amount of \$55,820 will be taken from the Public Safety Forfeitures Fund, leaving a balance of \$126,231 in the fund.

Legal:

The request is in accordance with applicable regulations.

Staff Recommendation:

Approval of requested expenditures from the Public Safety Forfeiture Fund.

James McInnis
Director of Finance

JM/dm

PALM BEACH COUNTY

SHERIFF'S OFFICE

RIC L. BRADSHAW, SHERIFF



INTER-OFFICE MEMORANDUM

Department of Legal Affairs

TO: Captain Tristan Moore

DATE: September 13, 2018

FROM: Lisa Rubin, Agency Attorney

SUBJECT: State LETF Application

I have reviewed the City of Greenacres' LETF Application to utilize State LETF funds to purchase RTCC Milestone Cameras to be used in a program to transmit information to PBSO's Real Time Crime Center. This City has not previously purchased this type of camera and this is a new program for the City. This program serves crime prevention and safe neighborhood purposes. This memo shall serve as certification from the Palm Beach County Sheriff's Office that this request complies with the provisions of FSS 932.7055(5) and meets the requirements for the use of State LETF funds.

GENERAL INFORMATION

❖ PURPOSE/GUIDELINES

The Law Enforcement Trust Fund (LETf) is intended to assist agencies and organizations with the following purposes:

- Crime Prevention
- Drug Abuse Education
- Drug Prevention
- Drug Treatment Program
- Safe Neighborhood
- School Resource Officer Program(s)

❖ FUNDING DECISIONS/APPROVAL

The Palm Beach County Sheriff's Office will review this LETf request in order to provide written certification to the City of Greenacres whether or not this request complies with the provisions of the Florida Contraband Forfeiture Act. The City of Greenacres, City Council must then approve the request prior to appropriation of this donation award to the agency or organization.

❖ AUTHORITY

The use of LETf is authorized under section 932.7055, Florida State Statutes.



THE CITY OF GREENACRES LAW ENFORCEMENT TRUST FUND

APPLICATION

Organization Name: City of Greenacres

FEID #: 59-0977961

Web Address:

Address:

5800 Melaleuca Lane

STREET ADDRESS

Greenacres, Florida 33463

CITY, STATE, ZIP

Executive Director:

James McInnis, Finance Director

NAME


SIGNATURE

561-642-2020

TELEPHONE NUMBER

jmcinnis@greenacresfl.gov

E-MAIL ADDRESS

Fiscal Agent:

N/A

NAME

SIGNATURE

TELEPHONE NUMBER

E-MAIL ADDRESS

Date:

9/6/18

DATE



THE CITY OF GREENACRES LAW ENFORCEMENT TRUST FUND

Organization Name: _____

LETF Funding Request (**MUST match total on Financial Application**): _____

What service will your organization provide through the use of Law Enforcement Trust Funds?

- Crime Prevention Program
- Drug Abuse Education
- Drug Prevention Program
- Drug Treatment Program
- Safe Neighborhood
- School Resource Officers

Organization Purpose:

Provide a brief summary of program's activities/services to be funded:

What results are you committed to achieving?



THE CITY OF GREENACRES LAW ENFORCEMENT TRUST FUND

FINANCIAL APPLICATION

Period Covered (one year)

From:

To:

| No. | Expense | Program Total | LETF Request | LETF |
|-----|---------------------------------|---------------|--------------|------|
| 1. | Salaries | | | |
| 2. | Employee Benefits/Payroll Taxes | | | |
| 3. | Professional Fees | | | |
| 4. | Occupancy/Utilities | | | |
| 5. | Telephone | | | |
| 6. | Postage/Shipping | | | |
| 7. | Printing & Publications | | | |
| 8. | Supplies | | | |
| 9. | Travel | | | |
| 10. | Meetings | | | |
| 11. | Miscellaneous Expenses | | | |
| | Total Expenses | | | |



THE CITY OF GREENACRES LAW ENFORCEMENT TRUST FUND

Budget Narrative

Provide detailed description for each expense listed on the Financial Application. You may attach additional sheets if necessary.

Salaries (list employees and individual compensation):

Professional Fees (list vendor and type of service provided):

Occupancy/Utilities (list utilities):

Telephone (provide telephone numbers):

Printing & Publications (list type of material):



THE CITY OF GREENACRES LAW ENFORCEMENT TRUST FUND

Supplies (list supplies/equipment):

Travel (individuals traveling, destination and purpose):

Meetings (attendees, purpose, items needed for meeting):

Miscellaneous Expense (specify items):



THE CITY OF GREENACRES LAW ENFORCEMENT TRUST FUND

APPLICATION CERTIFICATION I hereby certify that any LETF funds received will be used for the authorized purposes as indicated on Pages 2 through 5 of this application. I certify that the responses provided in this application are true and correct to the best of my knowledge.

James McInnis
Name (please print)

Finance Director
Title (please print)

James McInnis
Signature

9/6/18
Date

NOTARY SECTION:

State of Florida

County of Palm Beach

The foregoing Agreement was acknowledged and subscribed before me this 6th day of September, 2018 by James McInnis (name of individual) as Finance Director (title) of City of Greenacres (name of organization/ agency), who is personally known to me or who produced _____ as identification.

Donna McDaniel
Notary Public

My Commission Expires: June 28, 2019



CITY OF GREENACRES

Council Agenda Memo
2018.09KF03.003

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Kara L. Irwin-Ferris, Planning and Engineering Director
Michele Thompson, Director of Leisure Services

SUBJECT: **Resolution 2018-37** Approving an Interlocal Agreement with the PBC
School Board for Shared Facilities
City Council Agenda Item for 10/1/2018

DATE: September 21, 2018

COPIES: Glen J. Torcivia, City Attorney
Joanna Cunningham, City Clerk

Background:

In past years, the City has had a few individual agreements for the mutual use of recreational facilities with John I. Leonard High School, Liberty Park Elementary, and Okeeheelee Middle School in order to minimize the duplication of efforts and land, as well as maximize the availability of facilities. The Agreements were negotiated between the City, the Palm Beach County School Board and the principals of the schools involved. The last Agreement expired in November of 2009. Currently, staff has been negotiating an Agreement that includes all the PBC School District sites located within the boundaries of the City.

On June 1, 2017, Palm Beach County School District staff requested the update of the expired agreement. City staff and the Palm Beach County School Board staff have been negotiating a new agreement that includes all of the schools within the City, as opposed to individual agreements with each school. Instead of updating the old agreement, a completely new agreement was developed.

Analysis

The purpose of this Agreement is to enable the City of Greenacres and the School District of Palm Beach County to allow the City and the local schools within the boundary of the City to utilize facilities of the other at no cost. The need and benefit for each party to utilize recreation facilities of the other minimizes the duplication of land costs and efforts, as well as maximizes the availability of facilities for recreation use.

Financial:

N/A

Legal:

The Resolution and Agreement were prepared in accord with the Florida Statutes and City Code requirements.

Staff Recommendation:

Staff recommends approval of Resolution 2018-37.



Kara L. Irwin-Ferris, AICP
Planning and Engineering Director



Michele Thompson
Director of Leisure Services

Attachments:

1. Resolution 2018-37

RESOLUTION NO. 2018-37

A RESOLUTION ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AUTHORIZING THE INTERLOCAL AGREEMENT (EXHIBIT "A") BETWEEN THE CITY OF GREENACRES AND THE SCHOOL DISTRICT OF PALM BEACH COUNTY PROVIDING FOR SHARED FACILITIES; AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO EXECUTE THE INTERLOCAL AGREEMENT; AND DIRECTING THAT THE EXECUTED AGREEMENT BE SENT TO THE SCHOOL BOARD OF PALM BEACH COUNTY.

WHEREAS, it is the intent of Part I of Chapter 163, Florida Statutes (The Florida Interlocal Cooperation Act) to ensure cooperation between local government units in the provision of services and facilities for the needs of local communities ; and

WHEREAS, the purpose of this Agreement is to enable the City of Greenacres (CITY) and the School District of Palm Beach County (DISTRICT) to allow the City and the local schools within the boundary of the City to utilize facilities of the other at no cost; and

WHEREAS, the recreation facilities to be utilized by the CITY and DISTRICT include, but are not limited to, classrooms, gymnasiums, playgrounds, athletic fields, parking areas, meeting areas and other such areas; and

WHEREAS, the CITY and DISTRICT recognize the need and benefit for each party to utilize recreation facilities of the other thereby minimizing the duplication and maximizing the availability of said facilities; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, THAT:

Section 1. The City Council hereby authorizes entering into the Interlocal Agreement (Exhibit “A”) between the City of Greenacres and the School District of Palm Beach County concerning shared facilities.

Section 2. The City hereby authorizes the appropriate City officials to execute the Interlocal Agreement (Exhibit “A”) and take any necessary actions to effectuate its terms.

Section 3. The City Council hereby directs the Planning and Engineering Department to transmit a certified copy of this Resolution, along with the executed Interlocal Agreement (Exhibit “A”), to the School District of Palm Beach County.

[The remainder of this page intentionally left blank.]

RESOLVED AND ADOPTED this 1st day of October, 2018.

Voted

Joel Flores
Mayor

Paula Bousquet
Deputy Mayor

()

Attest:

Joanna Cunningham
City Clerk

John Tharp
Council Member, District I

()

Peter Noble
Council Member, District II

()

Judith Dugo
Council Member, District III

()

Jonathan G. Pearce
Council Member, District IV

()

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia
City Attorney

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF GREENACRES
AND THE SCHOOL BOARD OF PALM BEACH COUNTY
FOR THE MUTUAL USE OF RECREATIONAL FACILITIES**

This Interlocal Agreement is made this _____ day of _____, 2018, between the City of Greenacres, a municipal corporation of the State of Florida ("City") and the School Board of Palm Beach County, Florida, a corporate body politic pursuant to the Constitution of the State of Florida ("Board"), each one constituting a public agency as defined in Part I of Chapter 163, Florida Statutes.

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the City and Board recognize the benefits to be derived by utilizing each other's facilities thereby minimizing the duplication of facilities; and

WHEREAS, the City and Board desire the ability to use the facilities of the other.

NOW THEREFORE, in consideration of the mutual representations, terms, and covenants hereinafter set forth, the parties hereby agree as follows:

1. Recitals.

The foregoing recitals are true and correct and are hereby incorporated herein by reference.

2. Purpose.

The purpose of this Agreement is to enable the Board and City to utilize each other's recreational facilities and provide a procedure for authorizing the use of the Board's recreational facilities by City-affiliated recreation groups and organizations that have been approved by the parties.

3. Definitions.

A. "Board Facilities" and "Board Facility" mean facilities owned or operated by the Board that are made available for public use by the Board and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "Board Facilities" and "Board Facility" shall include gymnasiums, playgrounds, tennis, racquetball and basketball courts, aquatic facilities, athletic fields and tracks, and exterior meeting areas.

B. "City Facilities" and "City Facility" mean facilities owned or operated by the City that are made available for public use by the City and are used primarily for recreational activities, excluding facilities that are leased, licensed or under the contractual control of others. The terms "City Facilities" and "City Facility" shall include, parks, wrestling rooms, gymnasiums, pavilions, community centers, banquet halls, aquatic facilities, playgrounds, tennis, racquetball and basketball courts, athletic fields and tracks, aquatic facilities and exterior meeting areas.

C. "Facilities" means the Board Facilities and City Facilities.

D. "Priority of Use" means the priority of uses when there are conflicting requests for the use of a Facility.

For Board Facilities, the Priority of Use shall be as follows:

1. Board activities and programs or Board Facility lease agreements;
and

2. County activities and programs pursuant to the Interlocal Agreement entered into by the Board and Palm Beach County dated October 20, 2015. Should such a requested use in this category result in displacing a pre-existing City activity or program, such displacement shall be resolved by the Chief of Support Operations on behalf of the Board and the City Manager, or his or her designee, on behalf of the City. The Board shall use its best efforts to find an alternative appropriate Board Facility for the affected activity or program. Displacement of a pre-existing City activity or program to an alternative appropriate Board Facility shall not occur under this provision if the County's request is submitted within five (5) or fewer business days from the date of the pre-existing City activity or program.

3. City or City Recognized Sports Provider activities and programs pursuant to this Agreement.

For City Facilities, the Priority of Use shall be as follows:

1. City or City recognized Sports Provider activities and programs or City facility rental agreements; and

2. Board activities and programs pursuant to this Agreement.

E. "Recognized Sports Provider" means an organized youth recreation group or organization identified in the attached Exhibit "A", which may be amended or supplemented from time to time upon the mutual written agreement of the Board's Chief

Operating Officer and the City's Leisure Services Director without formal amendment hereto.

4. Use of Facilities by the Parties.

A. The Board agrees to make the Board Facilities available for use by the City according to the Priority of Use at no cost or expense to the City, except as otherwise provided for in this Agreement. The City's use of the Board Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement, including but not limited to Exhibit "C" which may be amended or supplemented from time to time upon the mutual written agreement of the Board's Chief Operating Officer and the City Manager or his or her designee without formal amendment hereto; (ii) the Board's rules, regulations and policies governing the use of the Board Facilities; (iii) any grant or bond obligations pertaining to the use of any of the Board Facilities; and (iv) all applicable local, state and federal laws.

B. The City agrees to make available the City Facilities for use by the Board according to the Priority of Use at no cost or expense to the Board, except as otherwise provided for in this Agreement. The City is eligible to request use of the Board Facilities at the following public schools pursuant to this Agreement and the following public schools are eligible to request use of City Facilities pursuant to this Agreement:

- **Cholee Lake Elementary**
- **Diamond View Elementary**
- **Greenacres Elementary**
- **Heritage Elementary**
- **John I. Leonard High**
- **L. C. Swain Middle**
- **Liberty Park Elementary**
- **Okeeheelee Middle**
- **Tradewinds Middle**

The Board's use of the City Facilities shall be subject to and in accordance with: (i) the terms and conditions of this Agreement, including but not limited to Exhibit "D" which may be amended or supplemented from time to time upon the mutual written agreement of the Board's Chief Operating Officer and the City Manager or his or her designee without formal amendment hereto; (ii) the City's rules, regulations and policies governing the use of the City's Facilities; (iii) any grant or bond obligations pertaining to the use of any of the City Facilities; and (iv) all applicable local, state and federal laws.

C. The City and Board shall be responsible for paying the actual charges for necessary Facility staff and utilities if all or a portion of the Facility is scheduled to be closed or not normally staffed during the proposed use.

D. The City shall submit all requests for use of the Board Facilities in writing on the form attached hereto as Exhibit "B" to the Principal responsible for the management of the Board Facility or his or her designee no less than thirty (30) days prior

to the date that the City desires to use the Board Facility. The Board shall be responsible for ensuring that a written response to the request is provided to the City within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response. The Board reserves the right to deny use of the Board Facility if that particular Board Facility has been selected to remain closed during the summer.

E. The Board shall submit all requests for use of the City Facilities in writing on the form attached hereto as Exhibit "B" to the City Manager or his or her designee, no less than thirty (30) days prior to the date that the Board desires to use the City Facility. The City shall be responsible for ensuring that a written response to the request is provided to the Board within fifteen (15) days of the date of the request. In the event a request is denied, the reason for denial shall be stated in the written response. The City reserves the right to deny use of the City Facility if that particular City Facility has been selected to close for renovations or maintenance.

F. Notwithstanding the requirements set forth in Paragraphs 4.D. and 4.E. above, in the event that a need to use a Facility arises less than thirty (30) days prior to the date the City or Board Facility is needed, the City or Board, as applicable, will use reasonable efforts to expedite the review of and accommodate such request to the extent practicable under the circumstances.

G. The Board and City acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. The Board and City agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

H. Without waiving the right to sovereign immunity, the parties acknowledge that they are self-insured for commercial general liability and automobile liability in the amounts specified in Florida Statutes Section 768.28, as may be amended from time to time. In the event either party maintains third-party commercial general liability or business automobile liability insurance in lieu of exclusive reliance on self-insurance, the party maintaining the third-party insurance shall maintain limits of not less than One Million Dollars (\$1,000,000) combined single limit for bodily injury or property damage. The parties agree to maintain or to be self-insured for worker's compensation and employer's liability insurance in accordance with Chapter 440, Florida Statutes, as may be amended from time to time. Each party agrees to provide the other party with an affidavit or certificate of insurance evidencing insurance, self-insurance and/or sovereign immunity status, which the parties agree to recognize as acceptable for the above-

referenced coverages. Compliance with the requirements of this paragraph shall not relieve the parties of their liability and obligations under this Agreement.

I. Each party agrees to provide adequate supervision of its own activities to prevent bodily harm to the users and damage to the Facilities, taking into consideration the types of activities planned, when using the other's Facilities. When aquatic facilities will be included in the Facilities to be utilized, the party using the Facility shall provide supervisors certified in Lifeguard Training in addition to any other supervision required hereunder. Notwithstanding the foregoing, the party using the City's aquatic facilities shall be required to use the City's lifeguards and will be responsible for the cost of the lifeguards for any use of the facility beyond its normal operating hours.

J. In the event the Facilities are damaged, the party using the Facilities of the other party shall promptly notify the other party in writing of the damage and shall reimburse the other party for the actual costs to repair the damage. Reimbursement shall be made within sixty (60) days of a written request for reimbursement of costs.

K. The Facilities shall be surrendered by the party using the Facilities of the other party in the same condition as they were accepted and shall cause to be removed from the Facilities all waste, garbage and rubbish resulting from such party's use of the Facilities.

L. The Board acknowledges and agrees that the City may charge a fee for: (1) City lifeguards at the Aquatic Center in accordance with Paragraph 4.J.; (2) City staff when City Facilities are closed; (3) City staff for preparation of athletic Facilities for Board use, if field preparation is requested by the Board; and (4) Staff and utilities in accordance with Paragraph 4.D. of this Agreement.

M. The City acknowledges and agrees that the Board may charge a fee for: (1) Board staff when Board Facilities are closed; (2) Board staff for preparation of athletic Facilities for City use, if field preparation is requested by the City; and (3) Staff and utilities in accordance with Paragraph 4.D. of this Agreement.

N. The City may use a Board Facility or other Board-owned and controlled facility for a one-time City meeting or annual City-sponsored community event with prior written authorization from the Board's Area Superintendent and the Board's Chief Operating Officer, or designee, provided that the event benefits the community or student population. Such events shall have the same priority as the City's other uses of the Board Facilities set forth in this Agreement.

O. The Board may use a City Facility or other City-owned and controlled facility for a one-time Board meeting or annual Board-sponsored community event with prior written authorization from the City's City Manager or designee, provided that the event benefits the community or student population. Such events shall have the same priority as the Board's other uses of the City Facilities set forth in this Agreement.

5. Use of Board Facilities by City Recognized Sports Providers.

A. The Board agrees to make the Board Facilities available for use by the City Recognized Sports Providers according to the Priority of Use, except as otherwise

provided for in this Agreement. The City Recognized Sports Provider shall be responsible for payment of any fees set forth in Paragraph 4.N above directly to the Board. Use of the Board Facilities by the City Recognized Sports Providers shall depend on availability and shall be subject to and in accordance with: (i) the terms and conditions of this Agreement including but not limited to Exhibit "C"; (ii) the Board's rules, regulations and policies governing the use of Board Facilities; (iii) any bond or grant obligations pertaining to the use of the Board Facilities; and (iv) all applicable local, state and federal laws.

B. Prior to being granted access to any of the Board Facilities, each City Recognized Sports Provider shall be required to obtain a Facility Use Permit from the City. The Facility Use Permit shall, at a minimum, require the City Recognized Sports Provider to:

1. Provide proof of insurance in the amounts listed below or as required by the Board's Director of Employee Benefits and Risk Management:

COMMERCIAL GENERAL LIABILITY: City Recognized Sports Provider shall procure and maintain, for the life of the contract, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the use of the Board Facilities. It must be an occurrence form policy. **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

Required Endorsements:

o Additional Insured – CG 20 26 or CG 20 10 and CG 20 37 or their equivalents.

Note: CG 20 10 or CG 2026 must be accompanied by CG 20 37 to include products/completed operations.

o Waiver of Transfer Rights of Recovery – CG 24 04 or its equivalent.

o Primary and noncontributory – CG 2001 or its equivalent.

Note: If blanket endorsements are being submitted, please include the entire endorsement and applicable policy number.

WORKERS' COMPENSATION: City Recognized Sports Provider must comply with Section 440, Florida Statutes, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits or elective exemptions as defined in Florida Statute 440 will be considered on a case by case basis.

Required Endorsements:

o Waiver of Subrogation – WC 0003 13 or its equivalent

(Required if employees provide work in conjunction with the facility use.)

BUSINESS AUTOMOBILE LIABILITY: City Recognized Sports Provider shall procure and maintain, for the life of the contract, Business Automobile Liability Insurance. **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$500,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the City Recognized Sports Provider does not own any vehicles, the School District will accept hired and non-owned coverage in the amounts listed above. In addition, the School District will require an affidavit signed by the awarded proposer indicating the following:

_____ (Company Name) does not own any vehicles. In the event the company acquires any vehicles throughout the term of the contract, _____ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

Participant Accident Coverage \$25,000

(Required if City Recognized Sports Provider utilizes Board facilities for any type of athletic activities. Examples are: team sports like soccer, football, tennis, tournaments, practice, swim and gymnastic meets, dance/cheer competitions, karate, dance recitals, and fitness class. This also includes games, camps or practice.)

In the event of loss, damage or injury to the City Recognized Sports Provider's property, the City Recognized Sports Provider shall look solely to any insurance in its favor without making any claim against the Board. The City shall require the Recognized Sports Provider to waive any right of subrogation against the Board, for loss, damage or injury within the scope of the City Recognized Sports Provider's insurance, and on behalf of itself and its insurer, waives all such claims against the Board;

2. Protect, defend, reimburse, indemnify and hold the Board, its agents, employees and elected officers harmless from and against all claims, liability, expenses, costs, damages and causes of action of every kind or character, including attorney's fees and costs, whether at trial or appellate levels or otherwise, arising from or in any way connected to the City Recognized Sports Provider's use of the Board Facilities;

3. Provide adequate supervision of its own activities to prevent bodily harm to the users or damage to the facilities, taking into consideration the types of activities planned;

4. Return the Board Facilities in the same condition as they were accepted and to remove all waste, garbage and rubbish resulting from the City Recognized Sports Provider's use of the Board Facilities;

5. Notify the Board of any damage to the Board Facilities resulting from the City Recognized Sports Provider's use of the Board Facilities and reimburse the Board for the actual costs to repair the damage; and

6. Notify the Board of any dangerous conditions existing on the Board's Facilities.

C. The Facility Use Permit issued by the City shall also indicate that the Facility Use Permit may be revoked or suspended by the City and the Board may deny access to the Board Facilities for failure to comply with the terms and conditions of the Facility Use Permit.

D. The City Recognized Sports Providers shall be required to submit all requests for use of the Board Facilities in writing in the form attached hereto as Exhibit "B" to the City Manager or his or her designee, no less than forty-five (45) days prior to the date the City Recognized Sports Provider desires to use the Board Facility. The City Manager or his designee shall coordinate scheduling of the use of the Board Facility with the Principal responsible for the management of the Board Facility or his or her designee. The Board shall be responsible for ensuring that a written response to the request is provided to the City Manager or his or her designee within fifteen (15) days of the date of the City Manager's, or his or her designee's request. In the event a request is denied, the reason for denial shall be stated in the written response.

E. Notwithstanding any provision of this Agreement to the contrary, the Board shall not be obligated to make the Board Facilities available for use for summer camps, tournaments, travel team practices or games or any events where admission, vendor fees and or charges will be collected or imposed by the City or City Recognized Sports Provider. These events shall require the parties to enter into a lease for use of the Board Facility and the payment of all fees, all in accordance with Board Policy 7.18.

F. The City acknowledges and agrees the Board may charge a fee for use of the Board's swimming pool, which shall be consistent with Board policy 7.185.

6. Maintenance/Repair of Facilities.

The parties acknowledge and agree that either party may deny a request for use of a Facility to perform maintenance or repairs to the Facility.

7. Notification of Responsibilities under Agreement.

The Board agrees to notify the Board's Principals of the terms and conditions of this Agreement and the Board's commitment to make the Board Facilities available to the City and City Recognized Sports Providers in accordance with the Priority of Use.

8. Dispute Resolution.

In the event an issue arises which cannot be resolved between the Board's Principal and the City's Director, Parks and Recreation Department or his or her designee regarding the use or availability of a Facility, the dispute shall be referred to the Board's Chief Operating Officer and the City Manager who shall both make a good faith effort to

resolve the dispute. If the dispute cannot be settled through negotiation, the parties agree to try in good faith to settle the dispute by mediation before resorting to litigation.

9. Acceptance of Facilities.

Neither party shall be required to make any improvements or repairs to the Facilities as a condition of use of the Facilities by the other party or City Recognized Sports Providers. The parties and City Recognized Sports Providers shall accept the Facilities in their "As Is", "Where Is" condition. The parties acknowledge and agree that neither party has made any warranties or representations to the other party regarding the Facilities, including, but not limited to, any representations or warranties regarding the suitability of the Facilities for use by the other party or City Recognized Sports Providers.

10. License.

Notwithstanding any provision of this Agreement to the contrary, the use the Facilities by either of the parties or the City Recognized Sports Providers shall only amount to a license to use the Facilities on a non-exclusive basis, which license shall be revocable by the party licensing the use for any reason whatsoever. The parties agree that nothing in this Agreement shall be construed as granting either party or the City Recognized Sports Providers any title, interest or estate in the Facilities.

11. Default.

The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party thirty (30) days written notice to cure the default. In the event the defaulting party fails to cure the default within the thirty (30) day cure period, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

12. Termination.

Notwithstanding any provision of this Agreement to the contrary, this Agreement may be terminated by either party: (i) without cause upon thirty (30) days prior written notice to the other party or (ii) with cause upon the expiration of the thirty (30) day cure period provided for in Paragraph 11 above.

13. Annual Appropriation.

Each party's performance and obligations under this Agreement shall be contingent upon an annual budgetary appropriation by its respective governing body for subsequent fiscal years.

14. Notice.

All notices required to be given under this Agreement shall be deemed sufficient to each party when delivered by United States Mail to the following:

IF TO CITY:

City of Greenacres
ATTN: City Manager
5800 Melaleuca Lane
Greenacres, Florida 33463

IF TO BOARD:

Director of Planning and Intergovernmental Relations
3300 Forest Hill Boulevard, Suite B-102
West Palm Beach, FL 33406

15. Governing Law and Venue.

This Agreement shall be construed by and governed by the laws of the State of Florida. The parties agree that any controversies or legal disputes arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, each party shall be responsible for their own attorney's fees and costs incurred.

16. Subordination to Bond and Grant Obligations

The parties acknowledge that certain Facilities may be subject to bond covenants and restrictions or grant obligations and agree that this Agreement shall be subject and subordinate to any such covenants, restrictions and obligations. Notwithstanding any provision of this Agreement to the contrary, the parties shall not be obligated to make any Facility available for use by the other party or City Recognized Sports Providers in a manner which either party has determined, in its sole discretion, would be contrary to any of its bond or grant obligations, including, but not limited to, making any of the Facilities available at no cost when such an action would be contrary to either party's bond or grant obligations.

17. Equal Opportunity Provision.

The parties agree that no person shall, on the grounds of race, color, sex, age, national origin, disability, religion, ancestry, marital status, familial status, sexual orientation, gender, gender identity or expression be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

18. Captions.

The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

19. Severability.

In the event that any section, paragraph, sentence, clause, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

20. Entirety of Agreement.

This Agreement represents the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

21. Incorporation by Reference.

Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

22. Amendment.

Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

23. Waiver.

No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

24. Construction.

Neither party shall be considered the author of this Agreement since the parties have participated in extensive negotiations and drafting and redrafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

25. Filing.

A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

26. Effective Date/Term.

This Agreement shall become effective when signed by both parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County. The term of this Agreement shall be for a period of one (1) year and shall be automatically renewed up to four (4) additional consecutive one (1) year terms, unless either party provides a written notice of intent to terminate the Agreement to the other party pursuant to Paragraph 14.

27. Prohibition Against Alcohol, Tobacco and Drones.

The manufacture, distribution, dispensation, possession, consumption or use of alcohol, tobacco products of any kind, e-cigarettes or controlled substances on City or School Board-owned property is strictly prohibited and violation of this provision shall be

a material breach of this Agreement. No unmanned aerial vehicles of any kind, also known as drones, shall be permitted on or about City or School Board-owned property. Violation of this provision by any person associated with a City Recognized Sports Provider shall be just cause for termination of the City Recognized Sports Provider's privilege to use any Board Facility in the future.

28. Inspector General.

The City agrees and understands that the School Board's Office of Inspector General ("School Board's Inspector General") shall have immediate, complete and unrestricted access to all papers, books, records, documents, information, personnel, processes (including meetings), data, computer hard drives, emails, instant messages, facilities or other assets owned, borrowed or used by the City with regard to this Agreement. The City employees, vendors, officers and agents shall furnish the School Board's Inspector General with requested information and records within their custody for the purposes of conducting an investigation or audit, as well as provide reasonable assistance to the School Board's Inspector General in locating assets and obtaining records and documents as needed for investigation or audit relating to this Agreement. Furthermore, the City understands, acknowledges and agrees to abide by School Board Policy 1.092(4) (d).

Similarly, in accordance with Palm Beach County ordinance number 2011-009, the School Board acknowledges that this Agreement may be subject to investigation and/or audit by the Palm Beach County Inspector General. The School Board has reviewed Palm Beach County ordinance number 2011-009 and is aware of its rights and/or obligations under such ordinance.

29. No Third Party Beneficiaries.

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the City and/or Board.

30. Liens.

Each party's respective interest in the Facilities shall not be subject to liens arising from the others or the City Recognized Sports Provider's use of the Facilities, or exercise of the rights granted hereunder. Each party shall promptly cause any lien imposed against the Facility of the other party relating to the use of Facilities under this Agreement to be discharged or transferred to bond.

31. No Agency Relationship.

Neither party is an agent or servant of the other. No person employed by either party to this Agreement, shall in connection with the performance of this Agreement or any services or functions contemplated hereunder, at any time, be considered the employee of the other party, nor shall an employee claim any right in or entitlement to any pension, worker's compensation benefit, unemployment compensation, civil service, or

other employee rights or privileges granted by operation of law or otherwise, except through and against the party by whom they are employed.

32. Records.

Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law.

33. Survival.

Provisions contained in this Agreement that, by their sense and context, are intended to survive the suspension or termination of this Agreement, shall so survive.

34. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT.

35. Each Person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the day and year first above written.

CITY OF GREENACRES, FLORIDA

**SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA**

By: _____
Joel Flores, Mayor

By: _____
Chuck Shaw, Chairman

ATTEST:

ATTEST:

Joanna Cunningham, City Clerk

Donald E. Fennoy II, Superintendent

Date: _____

Date: _____

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

**APPROVED AS TO FORM
AND LEGAL SUFFICIENCY**

Glen J. Torcivia, City Attorney

School Board Attorney

City Commission Meeting Date

School Board Meeting Date

EXHIBIT "A"

City Recognized Sports Providers

If none, delete exhibit completely and rename subsequent exhibits

EXHIBIT "B"

**THE CITY OF GREENACRES AND
THE SCHOOL BOARD OF PALM BEACH COUNTY**

INTER-LOCAL FACILITY REQUEST FORM

| | | |
|--------------|----------------|-----------------------------|
| _____ | _____ | _____ |
| Date | Contact Person | School Name (if applicable) |
| _____ | _____ | _____ |
| Phone Number | Fax Number | Other Contact Number |
| _____ | _____ | _____ |
| Address | City | State/ZIP |

FACILITY REQUEST:

| | |
|------------------|------------------|
| _____ | _____ |
| Choice #1 | Choice #2 |
| _____ | _____ |
| Activity | Age Group |

Estimated Attendance:
Participants: _____ Spectators: _____ Total: _____

Mark appropriate day(s) facility will be needed:

Monday Tuesday Wednesday Thursday Friday Saturday Sunday

Date(s): _____

Time(s): From: _____ **am/pm** **To:** _____ **am/pm**

New Request
 Repeat Request:
Date and location of previous use: _____

Other pertinent information (as necessary): _____

| | |
|---|-------------|
| _____ | _____ |
| <input type="checkbox"/> Requesting Principal | Date |
| <input type="checkbox"/> Director of Recreation Services | |

Approve Disapprove
Reason if disapproved: _____

| | |
|---|-------------|
| _____ | _____ |
| <input type="checkbox"/> Principal | Date |
| <input type="checkbox"/> Director of Recreation Services | |

EXHIBIT “C”

School Board of Palm Beach County Standard Facility Operating Hours

The Board agrees to make the Board Facilities available for use by the City according to the Priority of Use, at no cost to the City and in accordance with the following maximum operational hours for indoor and outdoor Board Facilities

When School is in session:

Weekdays (Monday through Friday): From the close of the school day until 9:30 pm

Saturdays: From 8:00 am to 9:30 pm

Sundays: From 8:00 am to 1:00 pm

When School is out of session (Summer Break and Spring Break):

Weekdays (Monday through Thursday): From 8:00 am until 9:30 pm

Fridays, Saturdays, Sundays: Closed

School Holidays and Winter Break:

The Board Facilities will be closed the day of the school holiday plus any immediately preceding or following weekend days (i.e. the weekend preceding a Monday National Holiday or following Thanksgiving). The Board Facilities will also be closed for the entire Winter Break (traditionally beginning on the Saturday prior to Christmas and extending through the Sunday following New Year's).

The maximum operational hours may be amended from time to time upon the mutual agreement of the Board's Chief Operating Officer and City Manager or his or her designee. The maximum operational hours do not apply to outdoor facilities.

EXHIBIT “D”

City of Greenacres Standard Facility Operating Hours

| |
|---|
| <p style="text-align: center;">COMMUNITY CENTER (Indoor Facilities)</p> <p><u>Hours of Operation.</u> Mon. - Friday: 9:00 a.m. — 5:00 p.m. Saturday: 9:00 a.m. — 2:00 p.m.</p> |
| <p>Gymnasium (Occupancy -200) Room # 1 (Occupancy - 64) Room # 2 or # 3 (Occupancy - 40) Small Food Prep Area Banquet Room A, B, or C (Occupancy - 50) Full Banquet Hall (Occupancy - 160 w/ tables and 200 w/ chairs) (For Training Purposes Only) Catering Kitchen (prep counters/ full kitchen) Room #4 (Occupancy - 50) *media is included*</p> |
| <p style="text-align: center;">PICNIC PAVILIONS</p> <p><u>Rental Hours:</u> Mon. - Sun.: 10:30 a.m. — 8:00 p.m.</p> |
| <p>Samuel J. Ferreri Community Park Pavilion (60') Freedom Park Pavilion (44') (No Sound Amplification) Freedom Park Pavilion (36') (No Sound Amplification) Ira Van Bullock Park Large Pavilion (48' x 34') (No Sound Amplification) Ira Van Bullock Park Pavilion (32') (No Sound Amplification)</p> |
| <p style="text-align: center;">ATHLETIC FIELDS</p> <p><u>Rental Hours:</u> Mon. - Sun.: 9:00 a.m. -5:00 p.m.</p> |
| <p>Baseball/Soccer/Softball Fields/Open areas: Freedom Park (70'BasebalVSoftball) Freedom Park Soccer (East, west, and NE fields) Ira Van Bullock Park — North/South (60' Baseball) Veterans Park (60' Baseball)</p> |

CITY OF GREENACRES

Council Agenda Memo
2018.09KF03.004

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Kara L. Irwin-Ferris, Planning and Engineering Director

SUBJECT: **Ordinance 2018-17** Amending City Code Chapter 11 “Streets, Sidewalks and Other Public Places” to establish regulations that restrict the use of alcohol within the City’s public parks,
City Council Agenda Item for 10/1/18

DATE: September 24, 2018

COPIES: Glen J. Torcivia, City Attorney
Joanna Cunningham, City Clerk

Background:

City Staff has requested that the City Code be amended to be consistent with County regulations for the prohibition of alcohol in parks. This is a result of people abusing alcohol in City parks on a regular basis, as well as leaving broken glass debris in the parks.

Previously, the City did provide prohibition of alcohol consumption in commercial business parking lots through a reference to Palm Beach County’s Code requirements, but public parks were not included. In order to have the Palm Beach County Sheriff’s Office (PBSO) enforce the regulation it must be added to the City’s Code.

Alcohol will still be permitted as part of special or temporary events in the park, provided they are city sponsored events that follow the process set forth in Section 8-26, Special events permits—Sale of alcohol. The process requires approval by the City Manager for the sale and consumption of alcohol at a city or city-sponsored event.

Analysis

It is necessary to establish regulations that restrict the use of alcohol within the City’s public parks during daily operating hours. The regulations will prohibit general consumption of alcohol within the City’s public parks. Any person found in violation of this section shall be subject to prosecution for trespass in accordance with F.S. Ch. 810, as

amended, which is punishable as a first-degree misdemeanor. Alternatively, at the City's option, any person found in violation of this section may be subject to the further penalties set forth in the code.

Financial:

The City may be required to fund an Agreement with the Palm Beach County Public Defender's Office for the representation of indigent people that are arrested within the City parks, since the law is a city regulation.

The City will also be required to post signs within the public parks prior to enforcement.

Legal:

N/A

Staff Recommendation:

Staff recommends approval of Ordinance 2018-17.



Kara L. Irwin-Ferris, AICP
Planning and Engineering Director

Attachments:

1. Ordinance 2018-17

ORDINANCE NO. 2018-17

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING CHAPTER 11, ARTICLE IV, OF THE GREENACRES CODE, ENTITLED "CITY PARKS", AMENDING SECTIONS 11-73, 11-74 AND 11-75 TO PROVIDE REGULATIONS THAT GOVERN ALCOHOL BEVERAGES IN CITY PARKS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Greenacres ("CITY") is responsible for the operation and maintenance of the public parks located within the municipal limits; and

WHEREAS, it is necessary to establish regulations that restrict the use of alcohol within the City's public parks during daily operating hours; and

WHEREAS, City staff has determined that preventive measures must be taken to protect the continuous functionality of the City's public parks; and

WHEREAS, the City Council of Greenacres finds that the amendments contained within this ordinance will promote the health, safety and welfare of the citizens of Greenacres and the public at large and serves a valid public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF GREENACRES, FLORIDA, AS FOLLOWS:

Section 1. Chapter 11, Article IV is hereby amended as follows:

* * * * *

Sec. 11-73. - Operating hours; special events permit.

(a) *Park operating hours.* All parks located within the city shall be open to the public every day of the year at sunrise and shall be closed at sunset, except for the following parks which shall operate as provided herein:

- (1) Community Park: Open at sunrise; closed at 10:00 p.m.;
- (2) Ira Van Bullock Park: Open at sunrise; closed at 10:00 p.m.;
- (3) Rambo Park: Open at sunrise; closed at 10:00 p.m.;
- (4) Veterans Park: Open at sunrise; closed at 10:00 p.m.;
- (5) Bowman Park: Open at sunrise; closed at 10:00 p.m.;

- (6) Burrowing Owl Park: Open at sunrise; closed at 10:00 p.m.
- (7) Freedom Park: Open at sunrise; closed at 10:00 p.m.

(b) *Special events permit.* Any person, group, firm, organization or corporation seeking to utilize or occupy a city park beyond the permitted hours of operation enumerated above may apply for a "special events permit" with the department of engineering, planning and building at least thirty (30) days prior to the intended park use date. Such permit request shall be reviewed by all affected city departments to ensure compliance with all federal, state, county and municipal regulations. Requests for the sale, distribution and consumption of alcoholic beverages in the city's parks shall be incidental to a city special event and follow the process set forth in Section 8-26. If the application is determined to be in conformance with all applicable regulations, and upon payment of the appropriate permit fee, the department of engineering, planning and building shall issue a permit for the proposed event.

* * * * *

Sec. 11-74. - Posting.

Each park within the city shall be posted, with the appropriate signage, to indicate the respective hours of operation. It shall be unlawful for any person to be present in a city park before or after the authorized posted hours. Any person found in violation of this section shall be subject to prosecution for trespass in accordance with F.S. Ch. 810, as amended, which is punishable as a first degree misdemeanor. Alternatively, at the city's option, any person found in violation of this section may be subject to the penalties set forth in section 1-14 of this code.

* * * * *

Sec. 11-75. - Alcoholic beverages in city parks.

- (a) The sale, purchase, consumption, and possession of alcoholic beverages as defined in Florida Statutes § 561.01 is hereby prohibited within park property except as specifically provided in accordance with the provisions set forth herein.
- (b) Notwithstanding the prohibition set forth in subsection (a) above, the possession of alcoholic beverages in sealed original packages in any vehicle, vessel, or conveyance for purposes of storing or transporting such and not for purposes of selling or consuming such within park property shall not be a violation of this article.
- (c) The city manager or designee may designate specific areas in which alcoholic beverages may be purchased, possessed and/or consumed. Designated areas may include, but are not limited to, picnic areas, amphitheaters, areas reserved for large groups, and facilities for food service. Kegs of beer or other alcoholic

malt liquor will be authorized only by permit and in conjunction with a reserved park facility area.

- (d) The city manager or designee may permit, in writing, the sale, possession, and/or consumption of alcoholic beverages incidental to a special event. Said permission may not exceed four (4) consecutive days.
- (e) The city manager or designee may issue a city special events permit to a not-for-profit organization to allow the occasional sale, distribution and consumption of alcoholic beverages, which is incidental to a city special event in accordance with Section 8-26.
- (f) At its option, the city may obtain, in its name, the necessary state licensing for the sale of alcoholic beverages. The city may, at its option, have such license transferred to a contractor's or lessee's name, provided, however, that such licensing shall immediately revert to the city upon termination, for any reason, of the contractor's agreement or lessee's lease with the city. The license holder shall take all action and execute all documents necessary to effect said transfer to the city.
- (g) The permission granted under this section shall be subject to all ordinances, laws, rules and regulations applicable in the city, and any grantee shall be responsible for compliance thereto. The permission granted may also be subject to, and granted with, specific conditions as set forth in the approval for special event permit by the planning & engineering department, and the grantee shall be responsible for insuring compliance thereto.
- (h) No person who is intoxicated or under the influence of drugs will be permitted in parks or recreation areas.
- (i) Any person who violates this section shall be subject to the penalties set forth in section 1-14 of this code.

* * * * *

~~Sec. 11-75. – Penalty for violation.~~

~~Any person found in violation of the provisions of this chapter shall be subject to prosecution for trespass in accordance with F.S. Ch. 810, as amended, which is punishable as a first degree misdemeanor.~~

* * * * *

Secs. 11-776—11-95. - Reserved.

* * * * *

Section 2. Repeal of Conflicting Ordinances.

All Ordinances or parts thereof or parts of the Code conflicting or inconsistent with the provisions of this Ordinance are hereby repealed.

Section 3. Severability.

If any section, part of a section, paragraph, sentence, clause, phrase or word of this Ordinance is for any reason held or declared to be unconstitutional, inoperative or void, such holdings of invalidity shall not affect the remaining portion of this Ordinance and it shall be construed to have been the legislative intent to pass the Ordinance without such unconstitutional, invalid or inoperative part therein, and the remainder of this Ordinance after the exclusion of such part or parts shall be deemed to be held valid as if such part or parts had not been included therein, or if this Ordinance or any of the provisions thereof shall be held inapplicable to any person, group of persons, property, kind of property, circumstances, or set of circumstances, such holdings shall not affect the applicability thereof to any other person, property or circumstances.

Section 4. Inclusion in Code

It is the intention of the City Council, entered as hereby ordained, that the provisions of this Ordinance shall become and be made a part of the Code of Laws and Ordinances of the City of Greenacres, Florida; that the Section(s) of this Ordinance may be renumbered or re-lettered to accomplish such intention, and that the word "Ordinance" may be changed to "Section", "Article" or another word.

Section 5. Effective Date.

The provisions of this Ordinance shall become effective five (5) days after it is adopted.

Passed on the first reading this 20th day of September, 2018.

PASSED AND ADOPTED on the second reading this 1st day of October, 2018.

Voted

Joel Flores
Mayor

Paula Bousquet
Deputy Mayor

()

Attest:

Joanna Cunningham
City Clerk

John Tharp
Council Member, District I

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Peter Noble
Council Member, District II

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Judith Dugo
Council Member, District III

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Jonathan G. Pearce
Council Member, District IV

()

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia
City Attorney

CITY OF GREENACRES

Council Agenda Memo
#2018.09B7.03

TO: Mayor and City Council

THROUGH: Andrea McCue, City Manager

FROM: Michael Grimm, Director/CBO, Building Department

SUBJECT: **Ordinance No. 2018-16** Amending Chapter 9, Miscellaneous Offenses”, Article I “In General” to add Section 9-9 entitled “Prohibition of Lodging on Public Lands or in the Open”
City Council Agenda Item for 10-01-2018

DATE: September 24, 2018

COPIES: Glen J. Torcivia, City Attorney
Joanna Cunningham, City Clerk

Background:

The Palm Beach County Sheriff’s Department receives numerous complaints from residents and businesses concerning unsafe conditions at homeless campsites within the City of Greenacres. The Sheriff’s Department had requested City staff to review our current codes regarding this subject matter to ensure they had an enforceable ordinance similar to Palm Beach County’s ordinance. The current City Code does not contain “prohibition on lodging in public” regulations therefore; staff researched such ordinances from several neighboring cities as well as other cities within the state of Florida.

Analysis:

City staff researched the ordinances from Palm Beach County, the City of Lake Worth and the Town of Jupiter. These ordinances were found to be relatively similar by prohibiting lodging in the open in simple terms. This proposed ordinance was adapted for local conditions within the City of Greenacres by eliminating items such as; prohibiting sleeping overnight on the beach or in railway cars.

Several other minor amendments are proposed to Chapter 9 in order to clean up references to the Public Safety Department changing them to the City’s designated law enforcement agency and from Public Safety Officer to designated law enforcement officer.

Financial:

No financial impact expected.

Legal:

The Ordinance has been prepared in compliance with City Codes and Florida Statutes. The Ordinance has been reviewed by City of Greenacres and Palm Beach County Sheriff's Department attorneys.

Staff Recommendation:

Approval of Ordinance 2018-16 prohibiting lodging in public.

Michael Grimm CBO
Director Building Department

Attachments:

1. Ordinance No. 2018-16

ORDINANCE NO. 2018-16

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AMENDING GREENACRES CITY CODE CHAPTER 9, "MISCELLANEOUS OFFENSES", ARTICLE I, "IN GENERAL" TO ADD SECTION 9-9 ENTITLED "PROHIBITION OF LODGING ON PUBLIC LANDS OR IN THE OPEN"; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN CODE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, substantial public health, safety and quality-of-life concerns are posed by persons who lodge upon public property or upon private property without the owners' consent and use their vehicles for lodging on public streets located in the City of Greenacres; and

WHEREAS, there have been numerous complaints by residents of litter and unsanitary conditions related to persons who lodge in public or in vehicles; and

WHEREAS, the conditions described above have resulted in and will likely continue to result in blight, excessive noise and crime, not only to residential and business properties through acts of vandalism, but also against the persons who are lodging in public or in the vehicles who are at a heightened risk of assault, robbery and other criminal activity; and

WHEREAS, the City Council deems the adoption of this Ordinance to constitute a compelling government interest and to be in the best interest of the health, safety, and welfare of the residents and citizens of the City of Greenacres and the public at large.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AS FOLLOWS:

Section 1. Chapter 9, Miscellaneous Offenses, Article I, In General, of the Code of Ordinances of the City of Greenacres is hereby amended as follows (additions are indicated by underscoring and deletions are indicated by strikeout type):

Chapter 9 - MISCELLANEOUS OFFENSES

ARTICLE I. - IN GENERAL

DIVISION 1. - GENERALLY

Sec. 9-1. - State misdemeanors adopted.

(a) It shall be unlawful to commit, within the limits of the city, any act which is or shall be recognized by the laws of the state as a misdemeanor; and the commission of such acts is hereby forbidden.

(b) Whoever shall violate the provisions of this section upon conviction thereof, shall be punished by the same penalty as is therefor provided by the laws of the state.

Sec. 9-2. - Assessment for law enforcement education.

(a) There is hereby assessed by the city pursuant to F.S. § 943.25(13) an additional two dollars (\$2.00), as court costs against every person convicted for violation of a state penal or criminal statute or convicted of a municipal or county ordinance, where the offense occurred within the limits of the city. In addition, two dollars (\$2.00) shall be deducted from every bond estreature or forfeited bail bond related to such penal statutes or ordinances. However, no such assessment shall be made against any person convicted for violation of any state statute, municipal or county ordinance relating to the parking of vehicles.

(b) All such assessments shall be collected by the appropriate court and shall be remitted to the city and earmarked for law enforcement education and training for members of the ~~public safety department~~ city's designated law enforcement agency. The use and expenditure of such funds shall be in accordance with education and training programs for law enforcement personnel as determined by the ~~director of public safety~~ city's designated law enforcement agency and in accordance with F.S. § 943.25(13).

Sec. 9-3. - Loitering.

(a) Definitions. As used in this section loitering shall mean remaining idle in essentially one (1) location and shall include the concepts of spending time idly, loafing, or walking about aimlessly, and shall include the colloquial expression "hanging around."

(b) Certain types of loitering prohibited. No person shall loiter in a public place in such manner as to:

- (1) Create or cause to be created a danger of a breach of the peace;
- (2) Create or cause to be created any disturbance or annoyance to the comfort and repose of any person;
- (3) Obstruct the free passage of pedestrians or vehicles;
- (4) Obstruct, molest, or interfere with any person lawfully in any public place or outside any commercial establishment.

This subsection shall include the making of unsolicited remarks of an offensive, disgusting, or insulting nature or which are calculated to annoy or disturb the person to, or in whose hearing, they are made.

(c) Request to leave. Whenever the presence of any person in any public place is causing or is likely to cause any of the conditions enumerated in subsection (b), a ~~public safety~~ law enforcement officer may order that person to leave that place. Any person who shall refuse to leave after being ordered to do so by a ~~public safety~~ law enforcement officer shall be guilty of a violation of this section.

Sec. 9-4. - Graffiti.

(a) Definitions. As used in this section graffiti shall mean the unlawful application of any drawing, inscription, figure or mark upon any structure, wall, rock, bridge, building, fence, gate, roadway, tree or other real or personal property, either privately or publicly owned.

(b) Prohibition. It shall be unlawful for any person to deface, destroy or otherwise damage private or public property without the owner's consent, by or through the application of what is commonly known as graffiti.

(c) [Penalty for violation.] Any person convicted of violating the provisions of this section shall be subject to the penalties and fines set forth in F.S. §§ 775.082 and 775.083 for a misdemeanor of the second degree.

Sec. 9-5. - Spray paint and other marking devices.

(a) It shall be unlawful for any person to have in his or her actual possession any aerosol spray can containing any substance commonly known as paint, or containing any other opaque liquid capable of being propelled by the aerosol can or any other marking device while on public or private property, without the consent of the respective owner of said property, in a manner that warrants a justifiable and reasonable alarm or immediate concern for the safety of property in the vicinity. Among the circumstances which may be considered by the ~~public safety~~ law enforcement officer in determining whether such alarm or immediate concern is warranted is the fact that the person takes flight upon the appearance of any ~~public~~

~~safety law enforcement~~ officer, refuses to identify him or herself or manifestly endeavors to conceal him or herself or the can of aerosol spray paint or any other marking device. Prior to the citation being issued to a person for a violation of this section, such person shall be afforded an opportunity by the ~~public safety law enforcement~~ officer to dispel any alarm or immediate concern which would otherwise be warranted by requesting him or her to identify him or herself and explain his or her presence and conduct.

(b) Any person convicted of violating the provisions of this section shall be subject to the penalties and fines set forth in F.S. §§ 775.082 and 775.083 for a misdemeanor of the second degree.

Sec. 9-6. - Imputing liability of minor to parents.

Any act in violation of sections 9-4 and 9-5 of this chapter, committed by a minor under the age of eighteen (18) years, shall be imputed to that minor's parent or legal guardian. The parent or guardian of a minor who violates sections 9-4 and 9-5 of this chapter shall be liable for the payment of any civil fine and the expense of restoration of the property as damaged by such graffiti, spray paint or any other marking device.

Sec. 9-7. - Removal of spray paint, marking devices or graffiti from property.

(a) It shall be unlawful for any person, firm, public agency or utility owning or acting as manager or agent for the owner of property whether privately or publicly owned, to permit the application of or fail to remove any graffiti from the property within thirty (30) days of receipt of notice from the city to remove such graffiti. If the person, firm, public agency or utility owning or acting as manager or agent for the owner of such property fails to remove the graffiti, spray paint, or any other marking device timely, the city shall cause the graffiti to be removed and charge the property owner for the expenses incurred. If necessary, the city may sue in a court of competent jurisdiction to recover such expenses.

(b) The city's ~~public safety law enforcement~~ officers and code enforcement officers are hereby authorized to enforce the provisions of this section.

Sec. 9-8. - Solicitation and distribution on public roads.

Regulations concerning solicitation and distribution on public roads are contained in chapter 18, article I, section 18-7 of the Palm Beach County Code and incorporated herein by reference. The city's law enforcement officers may enforce section 18-7 of the Palm Beach County Code within the city's limits and a violation of the same shall be subject to the penalties set forth in section 1-14 of this code.

Secs. 9-9. – Prohibition of lodging on public lands or in the open.

(a) No person shall at any time lodge upon public benches, streets, alleys or any other public lands or real property within the city limits of the City of Greenacres nor shall any individual lodge in, on or about any automobile, truck, camping or

recreational vehicle or similar vehicle parked upon any public street, public way, right-of-way, parking lot or other public property within the city limits without the consent of such governmental owner, its tenant or its duly authorized agent in charge thereof, authorizing, licensing, or inviting such person to do so.

(b) Public lands or real property for the purposes of this section shall be defined to mean and include, but not be limited to, public streets, roads, highways, swales, drainageways, alleyways and other right-of-ways, public parks, parkways, open spaces, conservation and preservation areas, recreational land and parking lots, including any buildings or structures located thereon.

(c) It shall be unlawful for any person at any time to occupy, lodge, or sleep in the open on private property, in vacant lots, in or under any bridge or structure, without owning the same or without permission of the owner or person entitled to possession of same.

DIVISION 2. - RESERVED

Secs. 9-9 10 —9-15. - Reserved.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

Section 3. It is the intention of the City Council, and it is hereby ordained that the provisions of this Ordinance shall become and be made a part of the Code of the City of Greenacres.

Section 4. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Council of the City of Greenacres that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Council would have enacted the valid constitutional portions thereof.

Section 5 This ordinance shall take effect immediately upon passage.

Passed on the first reading this 1st day of October, 2018.

PASSED AND ADOPTED on the second reading this _____ day of _____, 2018.

Voted

Joel Flores
Mayor

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Paula Bousquet
Deputy Mayor

Attest:

Joanna Cunningham
City Clerk

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John Tharp
Council Member, District I

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Peter Noble
Council Member, District II

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Judith Dugo
Council Member, District III

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Jonathan G. Pearce
Council Member, District IV

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia
City Attorney

CITY OF GREENACRES

Council Agenda Memo
2018.09JA1.01

TO: Mayor and City Council

FROM: Andrea McCue, City Manager

SUBJECT: **ORDINANCE 2018-20**
Department of Health (WIC) Lease Renewal
New Lease 640:0409 (Replaces Lease 640:0341)

DATE: September 20, 2018

COPIES: Glen Torcivia, City Attorney
Joanna Cunningham, City Clerk

BACKGROUND:

In November 2008, the City Council authorized a lease agreement with the State of Florida Department of Health (DOH) for the former City Hall building (10,857 sq. ft.) located at 5985 10th Avenue North. The term of the lease was for a five (5) year period commencing on December 1, 2008, with a five (5) year renewal option.

In 2013 DOH staff expressed an interest in exercising the five (5) year renewal option and requested a reduction in the rental rate due to the retraction of the commercial office market which began in 2008. Market studies performed by the City confirmed the increase in vacancies and lower rental rates due to the recession and agreed to modify the agreement to reflect a reduction in rates for the five (5) year renewal term which will expire on October 31, 2018

In 2017, the City reached out to the DOH regarding the expiration of the lease. DOH expressed an interest in continuing to lease the City property which provides essential services to City residents and residents of the surrounding communities.

ANALYSIS:

The City conducted a rental market study for the average rental rates per square foot, per year for office space for the Greenacres, Palm Springs, Lake Worth, Wellington and West Palm Beach areas and found that the average asking rates ranged from \$22.00-\$27.00 per square foot per year.

During the term of the current lease the City has made investments to replace HVAC equipment, expansion of the parking area and interior painting scheduled to be completed this fiscal year. The City is also budgeting for a roof replacement and exterior painting in Fiscal Year 2019.

The proposed lease rates include common area maintenance, insurance and a request that the City replace bulbs, lamps, tubes and starters in existing light fixtures. The DOH is responsible for janitorial services and all utility costs including water, sewer, electric and solid waste.

FINANCIAL IMPACT:

Proposed lease rates:

| Term | Rate per Square Foot | Yearly Total |
|-------------------------|-----------------------------|---------------------|
| 11/01/2018 – 10/31/2019 | \$21.82 | \$236,900 |
| 11/01/2019 – 10/31/2020 | \$21.82 | \$236,900 |
| 11/01/2020 – 10/31/2021 | \$22.12 | \$240,157 |
| 11/01/2021 – 10/31/2022 | \$22.42 | \$243,414 |
| 11/01/2022 – 10/31/2023 | \$22.72 | \$246,671 |

LEGAL:

Ordinance 2018-20 was prepared in accordance with all applicable state statutes and City Code Requirements.

STAFF RECOMMENDATION:

Approval of Ordinance 2018-20 Department of Health (WIC) Lease Renewal.

Andrea McCue
City Manager

ORDINANCE NO. 2018-20

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, APPROVING THE LEASE OF CITY-OWNED PROPERTY WITH THE FLORIDA DEPARTMENT OF HEALTH; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 1(G) of the City's Charter, requires the City Council to approve the lease of any City-owned property by ordinance; and

WHEREAS, the City has leased its property at 5985 10th Avenue North in the City of Greenacres to the Florida Department of Health (DOH) since 2008; and

WHEREAS, DOH utilizes the property to provide its local Women, Infants and Childrens (WIC) services to the residents of Greenacres and the greater Palm Beach County area; and

WHEREAS, the WIC services assist in providing for healthier children and families in our community; and

WHEREAS, the current DOH lease is set to expire on October 31, 2018 and DOH has requested to renew the lease for another five (5) years; and

WHEREAS, the City Council finds entering a new five (5) year lease with the DOH for the City-owned property at 5985 10th Avenue North is in the best interests of the health, safety and welfare of the City and serves a valid public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AS FOLLOWS:

Section 1. The City Council hereby approves the lease between the City of Greenacres and the Florida Department of Health, which is attached hereto as **Exhibit "A"** and incorporated into this Ordinance.

Section 2. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

Section 3. If any portion, clause, phrase, sentence or classification of this Ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the Ordinance; it is hereby declared to be the express opinion of the City Council of the City of Greenacres that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this Ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this Ordinance, the City Council would have enacted the valid constitutional portions thereof.

Section 4. This Ordinance shall take effect immediately upon passage.

Passed on the first reading this ____ day of _____, 2018.

PASSED AND ADOPTED on the second reading this ____ day of _____, 2018.

Voted

Joel Flores
Mayor

()
Paula Bousquet
Deputy Mayor

Attest:

Joanna Cunningham
City Clerk

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John Tharp
Council Member, District I

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Peter Noble
Council Member, District II

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Judith Dugo
Council Member, District III

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Jonathan G. Pearce
Council Member, District IV

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia
City Attorney

EXHIBIT "A"

CITY OF GREENACRES LEASE WITH THE FLORIDA DEPARTMENT OF HEALTH

CITY OF GREENACRES

INTEROFFICE MEMORANDUM 2018.09JA1.02

TO: Mayor and City Council
FROM: Andrea McCue, City Manager
SUBJECT: **ORDINANCE 2018-21
RATIFICATION OF EXISTING CITY LEASES**
DATE: September 20, 2018
COPIES: Glen Torcivia, City Attorney
Joanna Cunningham, City Clerk

BACKGROUND:

Article IV, Section 1(G) of the City's Charter requires the City Council to approve leases of any City owned property by Ordinance.

ANALYSIS:

The City recently discovered that The City's existing leases were approved by the City Council as a resolution or motion. To be in compliance with the City Charter, ratification of all current City leases previously approved is required to comply with the provisions of the City Charter. All terms of existing approved leases will remain the same and shall remain in full force and effect per the existing terms.

FINANCIAL IMPACT:

N/A

LEGAL:

Ordinance 2018-21 was prepared in accordance with City Charter Requirements.

STAFF RECOMMENDATION:

Approval of Ordinance 2018-21 Ratification of Existing City Leases

Andrea McCue
City Manager

ORDINANCE NO. 2018-21

AN ORDINANCE ADOPTED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, RATIFYING EXISTING LEASES PURSUANT TO ARTICLE VI, SECTION 1(G), OF THE CITY'S CHARTER, WHICH REQUIRES ALL LEASES OF CITY-OWNED PROPERTY TO BE APPROVED BY ORDINANCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Article IV, Section 1(G) of the City's Charter, requires the City Council to approve the lease of any City-owned property by ordinance; and

WHEREAS, the City has discovered that the City's existing leases were approved by the City Council via resolution or motion; and

WHEREAS, in order to be in compliance with the City Charter, this Ordinance seeks to ratify the previously approved and existing leases; and

WHEREAS, the City Council finds adopting this Ordinance to ratify the approved and existing leases serves a valid public purpose.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GREENACRES, FLORIDA, AS FOLLOWS:

Section 1. The leases of City-owned property, which have been previously approved by the City Council without an ordinance and which continue to exist, are hereby ratified as if approved originally by ordinance. The leases are more fully described in **Exhibit "A"** which is attached hereto and incorporated into this Ordinance.

Section 2. This Ordinance shall not be construed or interpreted to affect the validity of the leases ratified by this Ordinance and the same shall remain in full force and effect.

Section 3. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

Section 4. If any portion, clause, phrase, sentence or classification of this Ordinance is held or declared to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the Ordinance; it is hereby declared to be the express opinion of the City Council of the City of Greenacres that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this Ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this Ordinance, the City Council would have enacted the valid constitutional portions thereof.

Section 5. This Ordinance shall take effect immediately upon passage.

Passed on the first reading this ____ day of _____, 2018.

PASSED AND ADOPTED on the second reading this ____ day of _____, 2018.

Voted

Joel Flores
Mayor

()
Paula Bousquet
Deputy Mayor

Attest:

Joanna Cunningham
City Clerk

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John Tharp
Council Member, District I

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Peter Noble
Council Member, District II

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Judith Dugo
Council Member, District III

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Jonathan G. Pearce
Council Member, District IV

Approved as to Form and Legal Sufficiency:

Glen J. Torcivia
City Attorney

EXHIBIT "A"

| Lease Name | Service Provider(s) | Resolution /Motion | Coverage Area | Effective Date | Expiration Date |
|---|---|---------------------------|------------------------------|--|---|
| RG Towers, LLC | RG Towers, LLC | R 2018-14 | Fire Rescue Station 94 | 5/7/2018 | 5-yr w/(4) 5-yr Renewals |
| SBA Steel II, LLC aka Sprint Spectrum, LP aka Sprint SBA | SBA Steel II, LLC | R 2016-33 | Veteran's Park Tower 2 | 8/15/2016 | (9) 5-yr renewals starting 8-1-29 |
| RG Towers, LLC | RG Towers, LLC | R 2014-28 | Municipal Complex | 10/20/2014 | 10/19/19 w/(4) 5- yr renewals |
| RG Towers, LLC | RG Towers, LLC | R 2013-52 | Ira Van Bullock Park | 12/16/2013 | 12/16/2018 w/(4) 5-yr renewals |
| FL Department of Health-PBC | FL Department of Health Services of PBC | Agreement No. 640:0341 | 5985 10th Ave N | 12/1/2013 | 10/31/2018 |
| Greenacres Historical Society | Greenacres Historical Society | R 2012-26 | 301 Swain Blvd | 9/5/2012 | 9/5/2022 10-yr + (1) 10-Yr automatic renewal |
| New Cingular Wireless PCS, LLC | New Cingular Wireless dba BellSouth Mobility | R 2012-11 | Veteran's Park Tower 1 | 5-7-12 2nd Amendment 12-31-04 Merger 4-21-03 1st Amendment 1-20-98 Lease Agmt | 5-yr w/(4) 5-yr renewals. 5/7/2018 |
| Metro PCS | Metro PCS | R 2004-21 | Veterans Park Tower 2 | 8/2/2004 | 8/2/2014 |
| Sprint SBA | Sprint | R 2004-20 | Veteran's Park Tower 2 | 8/2/2004 | 5yr w/(4) 5-yr renewals |
| Cingular | Cingular Wireless- VoiceStream (T-Mobile) co-location | R 2003-14 | Veteran's Park Tower 1 | 4/21/2003 | 5-yr w/(4) 5-yr Renewals |